

PROPERTY INFORMATION PACKAGE

Lot 26, Silverado Addition, Kaufman, TX



Lot 48, Silverado Addition, Kaufman, TX



“The information contained herein is intended to provide interested parties with preliminary information only. This list is not a solicitation of offers and does not constitute an offer to sell. The information is provided for the purpose of inviting further inquiry and has been obtained from sources we believe to be reliable. All properties are sold in an "AS IS" condition. The FDIC makes no guarantee, warranty, or representation, expressed or implied as to the location, quality, kind, character, size, description, or fitness for any use or purpose, now or hereafter.”

Executive Summary
Lot 26, Silverado Estates
Kaufman, Texas
Asset No. 4023445883101

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Legal Description:

The property is generally described as Lot 26, Silverado Estates. A more detailed legal description can be found in the title report found in this package.

Location:

The property is located just north of Highway 243, six miles east of Kaufman.. Exit left onto County Road 101 for .2 miles and access to Silverado Estate will be on your left. The development is in the shape of a loop.

Zoning:

There does not appear to be any zoning restrictions on the property. Purchasers are encouraged to research this further before making offers.

Property Description:

The property is 1.57 acres (approx 130' by 320') which has been used as a mobile home site in the past. Trees have taken over the location and it is currently covered with native trees to such an extent that access to the property is limited to foot traffic. The property is fenced by barb wire across the back of the property. Electric service and rural water are available to the site. An all weather road fronts the east side of the lot.

Tax Information:

The property's Tax ID is R68674. **As of April 1, 2006 outstanding taxes were \$8,435.38.** Information on the current status of the taxes is available online at <http://www.kaufmancounty.org/>.

Terms of Sale:

This property is being offered for sale "Where is, As is". Property will be conveyed with a Quick Claim Deed and subject to any and all outstanding Taxes and Liens. Earnest Money in the amount of the Full Purchase price must accompany any signed contract. Full details of the transaction are contained in the real estate purchase and sale contract attached to this document.

FDIC Contact Information

For specific property questions, please contact Wade Massey at 972-761-8201 or e-mail wmassey@fdic.gov .

Mail signed contracts to the following address:

**FDIC
Attention Wade Massey
1910 Pacific Ave
Dallas, TX 75201**

REAL ESTATE PURCHASE AND SALE CONTRACT

{ Instructions throughout the contract are in italics in "{" brackets. }

1. PARTIES: This Real Estate Purchase And Sale Contract (the "**Contract**") is entered into by and between the **Federal Deposit Insurance Corporation**, in the following capacity(ies):

Receiver of _____

in its Corporate capacity.

Manager of the FSLIC Resolution Fund .

Manager of the FSLIC Resolution Fund as Receiver of _____

other _____

hereafter referred to as "**Seller**,"

and _____ *{check one}*
an individual, or a state of *{name of state}* _____ *{circle*
one} corporation/partnership/limited liability company/trust ("**Purchaser**").

2. PROPERTY: That certain tract or parcel of land described on ATTACHMENT A affixed hereto and incorporated herein, which parcel of land is to be sold together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the "**Property**").
3. PURCHASE PRICE: Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase the Property for the purchase price of _____ and no/100 dollars (\$ _____) (the "**Purchase Price**").
4. EARNEST MONEY: An earnest money deposit (the "**Earnest Money**") in the amount of \$ _____, equal to THE FULL PURCHASE PRICE, is herewith tendered by Purchaser and is to be held by Seller. The Earnest Money will be in the form of cash, a cashier's check, or certified funds payable to Seller. The Earnest Money will NOT bear interest at any time. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money will be applied against the Purchase Price at Closing, i.e., the Earnest Money will become the Purchase Price at Closing and will belong to Seller. In the event of default hereunder by Purchaser, the Earnest Money will be applied as provided in Section 16.
5. SURVEY: Seller has no obligation to provide Purchaser with a survey of the Property. The Purchaser may, at his own expense, purchase a survey of the Property.
6. TITLE COMMITMENT AND TITLE POLICY: Seller has no obligation to provide Purchaser with a title report, a title commitment ("**Title Commitment**"), or an Owner's title insurance policy ("**Title Policy**"). The Purchaser may elect at his own expense to purchase a Title Commitment and/or Title Policy.

Purchaser has no right to raise any objection, nor does Seller have any obligation to eliminate or modify any easement, lien, imposition, encumbrance, restriction, condition, or covenant with respect to the Property, whether of record or not, or whether evidenced by a title report, Title Commitment, survey, or otherwise. Purchaser agrees that (i) all such matters are permitted encumbrances, and (ii) conveyance of the Property will be subject thereto.

7. **INSPECTION PERIOD:** There is NO inspection period granted under this Contract.
8. **CONVEYANCE OF TITLE:** Seller will convey the Property by a Deed Without Warranty, or if inapplicable in the state wherein the Property is located, a Quitclaim Deed (in either event, the "Deed"), subject to all easements, rights of way, exceptions, covenants, restrictions, reservations, encroachments, encumbrances, access limitations, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded. Any personalty that may be owned by the Seller that is situated on the Property at Closing will be conveyed to Purchaser by Quitclaim Bill of Sale.
9. **PROPERTY CONDITION: PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT:**
 - (i) **SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER -- WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE --AS TO (a) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (b) THE INCOME TO BE DERIVED FROM THE PROPERTY, (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (d) THE PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (g) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OTHER THAN THE WARRANTIES OF TITLE IN THE SPECIAL WARRANTY DEED, IF SUCH SPECIAL WARRANTY DEED IS ISSUED. SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS.**
 - (ii) **PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS."**
 - (iii) **NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT, PURSUANT TO THE INSPECTION PERIOD (IF ANY), PURCHASER HAS MADE (OR HEREBY WAIVES): (a) ALL INSPECTIONS OF THE PROPERTY DEEMED NECESSARY OR APPROPRIATE BY PURCHASER TO DETERMINE THE PROPERTY'S VALUE AND CONDITION, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, UNDERGROUND STORAGE TANKS, HAZARDOUS**

WASTE, AND ANY OTHER HAZARDOUS MATERIALS, AND (b) ALL INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) WILL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER ACCEPTS ALL LIABILITY THEREFOR, AS BETWEEN PURCHASER AND SELLER, AND INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM, OR IN ANY WAY ARISING OUT OF SUCH HAZARD. THIS INDEMNITY SURVIVES CLOSING AND WILL NOT BE MERGED WITH THE SELLER'S DEED.

10. **BROKER'S FEE:** By separate document, Seller has agreed to pay a real estate commission (the "Commission") to the real estate agent specified therein (the "Broker"), subject to the closing of this sale and payment of the full Purchase Price to Seller. Broker may agree to pay a portion of the Commission to any other licensed real estate agent but Seller will bear no liability for payment to any agent other than Broker. Purchaser represents to Seller that no real estate broker has been authorized to act on Purchaser's behalf, and Purchaser hereby indemnifies Seller from any claims which have been or may be asserted against Seller as to brokerage or similar fees with respect to the Property.
11. **CLOSING:** The closing and funding of this sale (the "Closing") will be ten (10) days from the Effective Date, (the "Closing Date"). Should the Closing Date fall on a Saturday, Sunday, or legal holiday, Closing will occur on the first business day thereafter. The Closing will take place at the office of the Title Company or, at Seller's option, at the office of Seller. If either party fails to close the sale under the terms of this Contract, the non-defaulting party will be entitled to exercise the remedies provided in Section 16. Any extension of the Closing Date must be in writing and executed by Purchaser and Seller in advance of the scheduled Closing Date, except in the case of the Seller's unilateral extension of the Closing Date as described in Section 6.
12. **POSSESSION:** Possession of the Property in its condition existing at the date of execution hereof, ordinary wear and tear excepted, will be delivered to Purchaser at Closing, subject to the rights or claims of parties in possession or vendors thereto. Delivery of the Deed by Seller and acceptance of the Deed by Purchaser will evidence the assignment by Seller and assumption by Purchaser of all written or oral agreements for lease of the Property and contracts in effect as of the Closing Date. From and after Closing, Purchaser will defend, indemnify, and hold Seller harmless from and against all claims, demands, and actions arising under such leases or contracts.
13. **CLOSING COSTS:** All expenses and costs incurred in connection with the Purchaser's purchase of the Property, except the broker's fee described in Section 10, if any, and the preparation of the deed, will be paid by the Purchaser. Such expenses and costs to be paid by the Purchaser include, but are not limited to, documentary stamp, ad valorem and transfer taxes, and recording fees.
14. **PRORATIONS:** At Closing, all utilities, rents, amounts owing under service contracts and leases, and all deposits and other items of income or expense, will be prorated between Purchaser and Seller as of the Closing Date. All such prorations are final and not adjustable. Notwithstanding the above, the Purchaser will be responsible for all unpaid ad valorem taxes and assessments affecting the Property, whether known or unknown, current or delinquent, including any additional ad valorem taxes, interest, penalties, court costs, title costs, and attorney fees that may become due because of (i) the transfer of the property, (ii) a subsequent change in the use of the property, and (iii) the omission of assessments on improvements. There will be no proration for any of the above.
15. **CASUALTY LOSS:** In the event of damage or destruction of the Property by fire or other casualty prior to the Closing Date, which results in a loss exceeding twenty percent (20%) of the Purchase Price. Purchaser, within

five (5) days of notice from Seller of the occurrence of such event, may either (i) receive the insurance proceeds payable as a result of the event and consummate the transaction in accordance herewith, or (ii) terminate this Contract. In the event of termination of this Contract the Earnest Money will be returned to Purchaser. Thereafter neither party hereto will have any further rights or obligations under this Contract.

16. **DEFAULT:** If Purchaser fails to perform any of his obligations hereunder, Seller's exclusive remedy for such default is (a) termination of this Contract by written notice to the Purchaser, and (b) retention of the Earnest Money as liquidated damages. If Seller fails to perform any of its obligations hereunder, Purchaser's exclusive remedy for such default is (a) termination of this Contract and liquidated damages as follows: (i) refund of the Earnest Money, and (ii) reimbursement by the Seller of Purchaser's documented out-of-pocket expenses, not to exceed \$500.00. The liquidated damages specified in this Section are not penalties, rather they are reasonable estimates of the cost to the Seller of holding the Property off the market, and the cost to the Purchaser of the lost transaction
17. **PROHIBITED PURCHASER:** Purchaser acknowledges that certain persons are prohibited from purchasing assets from Seller. Purchaser also acknowledges that under certain circumstances, Seller will not sell assets to certain persons. Accordingly, prior to the execution hereof, Purchaser has completed and executed the Purchaser Eligibility Certification (the "PEC") attached here to as ATTACHMENT B. Purchaser represents and warrants that the completed PEC is true and correct, and acknowledges that Seller is relying on the truth and accuracy of the completed PEC.

Any incorrect information on the PEC will constitute a breach of this Contract by the Purchaser. Should the Seller determine prior to Closing that any portion of the Purchaser's completed PEC is incorrect, Seller may terminate the Contract and retain the Earnest Money per Section 16 of this Contract and may pursue other sanctions provided by law.
18. **CONFIDENTIALITY:** Prior to the execution hereof, Purchaser has completed and executed the Confidentiality Agreement attached hereto as ATTACHMENT C. Any breach of the Confidentiality Agreement by Purchaser will be a default hereunder, as provided in Section 16.
19. **ATTORNEYS' FEES:** In any legal proceeding brought under or with relation to this Contract, the prevailing party will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.
20. **AUTHORITY TO EXECUTE:** Only an FDIC employee who is an Attorney-in-Fact for the FDIC acting in the capacity stated in Section 1 is authorized by the FDIC to execute this Contract.
21. **SURVIVAL:** Sections 9, 10, 14, 23 and 27 of this Contract will survive the Closing and the delivery of the Deed and other conveyance documents from Seller to Purchaser. All of the terms and conditions of Sections 9, 10, 14, 23, and 27 will be and remain in full force and effect between the parties hereto.
22. **MODIFICATION:** This Contract supersedes any and all prior discussions, communications, and agreements between the Seller and the Purchaser, if any, with respect to the purchase of the Property and other matters contained herein. This Contract contains the sole and entire understanding between the parties hereto with respect to the transaction contemplated herein. This Contract will not be modified or amended except in writing executed by the Purchaser and Seller.
23. **APPLICABLE LAW:** This Contract will be governed by and construed and enforced in accordance with the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state in which the Property is located.
24. **TIME:** Time is of the essence of this Contract.
25. **NOTICES:** All notices, requests, demands, or other communications required or desired to be given hereunder

will be in writing and either delivered by (a) hand, (b) telecopier, (c) overnight delivery service, or (d) certified mail, return receipt requested, postage prepaid, to the addresses in the signature section below, and will be deemed given two (2) days after the date mailed, if mailed, one (1) day after the date sent, if sent by overnight delivery service, and on the day delivered if delivered personally to the address set forth or by telecopier to the facsimile (fax) number also set forth below.

26. **EFFECTIVE DATE:** The effective date of this Contract (the "**Effective Date**") will be the date upon which the last party to sign executes this Contract.
27. **CONSTRUCTION:** Unless stated otherwise, the words "day" or "days" refer to calendar days. Pronouns are used interchangeably herein to refer to masculine, feminine, or neuter antecedents. Purchaser waives the presumption that ambiguities, if any, will be construed against the drafting party. This Contract will be construed liberally and not in favor of the non-drafting party.
28. **ATTORNEY CONSULTATION:** The parties acknowledge and agree that this is intended to be a legally binding contract. The parties further acknowledge that federal law may impose certain duties upon brokers or signatories to this Contract when any of the signatories is a foreign party, or when any of the signatories receives certain amounts of U.S. currency in connection with a real estate closing. To the extent, if any, that either party fails to understand the effect of any part of this Contract, that party hereby agrees to consult an attorney prior to signing.
29. **STATE SPECIFIC ATTACHMENTS:** The following attachments are affixed and incorporated herewith to conform this Contract to the laws of the state in which the Property is located:

{If none of the attachments listed below are used, write "None" on the first line.}

ATTACHMENT NO. D: _____

ATTACHMENT NO. E: _____

ATTACHMENT NO. F: _____

ATTACHMENT NO. G: _____

ATTACHMENT NO. H: _____

30. **INDIVIDUAL LIABILITY.** The individual signing this Contract purportedly on behalf of a corporation, partnership, limited liability company, or trust will be bound under this Contract in his or her individual capacity unless, prior to Closing, the individual complies with requirements that the Seller deems necessary or appropriate to insure conveyance of title to the named entity.
31. **DISCLOSURES.** As required by applicable law, the following disclosures are attached to this Contract, and the terms thereof are incorporated herein:
- ATTACHMENT NO. I: Lead-Based Paint Disclosure. If the Property includes any interest in real property on which a residential dwelling was built prior to 1978.
- ATTACHMENT NO. J: Other Environmental Matters. Other environmental matters require disclosure in connection with the conveyance of the Property to the Purchaser.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates set forth beneath their signatures.

PURCHASER:

{Individual Purchaser signs here. Entity Purchaser prints or types entity's name here.}

By: _____
{Entity's representative signs here.}

Name of Entity Purchaser's representative printed or typed: _____

Title of Entity Purchaser's representative: _____

Individual Purchaser's Name Printed or Typed: _____

Address: _____
{Use street address only. A Post Office Box address is NOT acceptable.}

Phone Number: _____

Fax Number: _____

Tax ID Number: _____

Date: _____

SELLER:

Federal Deposit Insurance Corporation, in the capacity stated above.
1910 Pacific Avenue, Fourteenth Floor
Dallas, Texas 75201

By: _____

Name: _____

Its: Attorney in Fact

Phone: _____

Fax: _____

Date: _____

**CONFIDENTIALITY AGREEMENT
FOR OWNED REAL ESTATE**

Instructions

This Confidentiality Agreement (“Agreement”) is designed in two parts. When executing this Agreement, you will be agreeing to either Confidentiality Agreement Part A (“Part A”) or to Confidentiality Agreement Part B (“Part B”), as appropriate.

Part A applies to an individual acting in his or her own behalf or to an individual or entity acting through an authorized representative (in either capacity, “Potential Purchaser”) that is considering the submission of a bid to purchase the following real estate (the “Property”) offered by the FDIC [*describe property*]:

Part B, which begins on page 5 of this Agreement, applies to an individual (“Assisting Party”) (a) who is an employee, officer or director of either (i) Potential Purchaser (including those of its affiliates), (ii) Potential Purchaser’s agents or representatives (including its attorneys, accountants or financial advisors) or (iii) a third party (such as an equity investor, servicer or contractor), and (b) who has a need to access the Evaluation Material for the purpose of assisting and advising Potential Purchaser in evaluating the Property or entering a bid.

Part A: Potential Purchasers

By executing this Agreement, Potential Purchaser hereby enters into and agrees to be bound by all terms and conditions of this Part A as of the Effective Date (defined below) in favor of and for the benefit of the Federal Deposit Insurance Corporation, in its Corporate and/or Receivership capacity (“FDIC” or “Seller”).

WHEREAS, Potential Purchaser has expressed interest in having the FDIC provide Potential Purchaser with certain documents and/or other information relating to the Property for inspection and review;

WHEREAS, in consideration of the FDIC's (or its agents and representatives) furnishing Potential Purchaser with such information regarding the Property, Potential Purchaser desires to make certain agreements regarding such information and any other information the FDIC, its agents and representatives, furnish to Potential Purchaser regarding the Property (including all notes, analyses, compilations, studies or other documents, whether prepared by Potential Purchaser or others, which contain or otherwise

reflect such information) (such information, and such documents, are collectively herein referred to as the "Evaluation Material"); and

WHEREAS, Potential Purchaser's execution of this Part A, **without modification**, is a prerequisite to receipt of such Evaluation Material; and

WHEREAS, this Part A incorporates all Instructions to this Agreement, including the definitions contained therein.

NOW, THEREFORE, in order to induce the FDIC to furnish the Evaluation Material to Potential Purchaser for its inspection and review, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Potential Purchaser hereby acknowledges and agrees as follows:

Section 1. Term. This Part A shall be a continuing agreement, effective upon execution by Potential Purchaser ("Effective Date"). This Part A shall terminate only upon closing on the purchase of such Property

Section 2. Limitation on Use. Potential Purchaser shall use the Evaluation Material solely for the purpose of evaluating the Property.

Section 3. Limited Access. Without the prior, written consent of the FDIC, to be granted or withheld in its sole discretion, Potential Purchaser shall not disseminate or divulge the Evaluation Material to any individual or entity, other than to: (a) its employees, officers and directors (including those of its affiliates), (b) its agents and representatives (including its attorneys, accountants and financial advisors) and (c) any third parties (such as equity investors, servicers and contractors), in each case who (i) have a need for access to the Evaluation Material for the purpose of assisting and advising Potential Purchaser in the evaluation of the Property or in the making of a bid therefor, and (ii) have entered into an agreement with Potential Purchaser substantially in the form of Part B of this Agreement, a copy of which executed agreement will be provided upon request to the FDIC, or that are otherwise legally obligated under the terms of their engagement or relationship with Potential Purchaser to maintain the confidentiality of the Evaluation Material.

Section 4. Confidentiality; Destruction of Documents. Potential Purchaser agrees that Potential Purchaser shall ensure that all individuals or entities to whom it discloses the Evaluation Material shall keep the Evaluation Material confidential. If Potential Purchaser does not purchase the Property, Potential Purchaser shall destroy, and shall ensure that all individuals or entities to whom it has disclosed the Evaluation Material shall destroy all copies of the Evaluation Material, unless otherwise directed by the FDIC, unless doing so would violate: (a) record-keeping requirements mandated by applicable law or regulation, or (b) internal Potential Purchaser record maintenance policies and controls. Any Evaluation Material not destroyed because of subsections (a) or (b) of this Section 5 shall remain confidential and subject to this Part A. Potential Purchaser will inform the FDIC

immediately of any improper disclosure of any of the Evaluation Material, and of any breach of any provision of this Part A, which may come to Potential Purchaser's attention.

Section 5. Other Disclosure. To the extent that Potential Purchaser is required to disclose the Evaluation Material pursuant to the requirements of any legal proceeding, Potential Purchaser shall notify the FDIC within one Business Day of its knowledge of such legally required disclosure so that the FDIC may seek an appropriate protective order and/or waive Potential Purchaser's compliance with this Part A. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Potential Purchaser may disclose the relevant Evaluation Material if, in the written opinion of its counsel, failure to disclose such Evaluation Material would subject Potential Purchaser to liability for contempt, censure or other legal penalty or liability.

Section 6. Liability. If the FDIC determines that Potential Purchaser has breached any provision of Part A, or that Potential Purchaser's Assisting Party has breached any provision of Part B, then the FDIC may, in its sole discretion, exercise any or all legal or equitable rights or remedies against Potential Purchaser to which the FDIC is entitled on account of such breach. The FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 7. Indemnification. Potential Purchaser shall defend, indemnify and hold harmless the FDIC from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by the FDIC as a result of (a) any violation of, or failure to comply with, the provisions of this Part A by Potential Purchaser or any individual or entity to whom Potential Purchaser has disclosed the Evaluation Material; or (b) any violation of, or failure to comply with, the provisions of Part B by Potential Purchaser's Assisting Party or any individual or entity to whom the Assisting Party has disclosed the Evaluation Material.

Section 8. Release of the FDIC. Potential Purchaser acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than the FDIC, and further acknowledges and understands that the FDIC makes no representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Evaluation Material. Potential Purchaser hereby releases the FDIC from all claims, demands, causes of action, losses, damages, liabilities, cost or expenses (including attorneys' fees) asserted against or incurred by Potential Purchaser by reason of Potential Purchaser's reliance on or knowledge of the Evaluation Material or for any other reason arising in connection with the Offering.

Section 9. Public Information. Notwithstanding anything to the contrary set forth above, nothing in this Part A shall prevent Potential Purchaser from using or disseminating information that is or becomes generally available to the public other than as a result of a disclosure by Potential Purchaser, Potential Purchaser's Assisting Party, or any individual or

entity to whom Potential Purchaser or Potential Purchaser's Assisting Party has disclosed such information.

Section 10. Verification of Statements. By entering into and agreeing to the terms of this Part A, Potential Purchaser hereby acknowledges that the FDIC may perform a credit check or other investigation to verify the accuracy of any statement made by Potential Purchaser herein.

Section 11. Governing Law. Federal law shall control this Part A. To the extent that federal law does not supply a rule of decision, this Part A shall be governed by and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Part A requires any unlawful action or inaction by either party.

Section 12. Miscellaneous. This Part A represents the entire agreement between Potential Purchaser and the FDIC relating to the receipt, use and disclosure of the Evaluation Material and supersedes any and all prior understandings and agreements with respect thereto. This Part A shall apply to and be binding upon Potential Purchaser and its directors, officers, employees, agents, successors and assigns. The representative(s) signing this Part A on behalf of Potential Purchaser represents that he or she is fully authorized to enter into the terms and conditions of this Part A and to legally bind Potential Purchaser.

Part B: Assisting Parties

By executing this Agreement, I, an Assisting Party, hereby enter into and agree to be bound by all terms and conditions of Part B as of the Effective Date (defined below) in favor of and for the benefit of the Federal Deposit Insurance Corporation, in its Corporate and/or Receivership capacity ("FDIC" or "Seller").

WHEREAS, in consideration of the FDIC or Potential Purchaser furnishing Assisting Party with such information regarding the Property, Assisting Party desires to make certain agreements regarding such information and any other information the FDIC, its agents and representatives, or Potential Purchaser, furnish to Assisting Party regarding the Property (including all notes, analyses, compilations, studies or other documents, whether prepared by Assisting Party, Potential Purchaser or others, which contain or otherwise reflect such information) (such information, and such documents, are collectively herein referred to as the "Evaluation Material"); and

WHEREAS, Assisting Party's execution of this Part B, **without modification**, is a prerequisite to receipt of such Evaluation Material; and

WHEREAS, this Part B incorporates all Instructions to this Agreement, including the definitions contained therein.

NOW, THEREFORE, in order to induce the FDIC to furnish the Evaluation Material to Assisting Party for its inspection and review, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, Assisting Party hereby acknowledges and agrees as follows:

Section 1. Term. This Part B shall be a continuing agreement, effective upon Assisting Party's execution ("Effective Date"). This Part B shall terminate only upon closing on the purchase of such Property.

Section 2. Agreement with Potential Purchaser. Assisting Party (a) has entered into an agreement with Potential Purchaser substantially in the form of this Part B, a copy of which executed agreement will be provided upon request to the FDIC, or (b) is otherwise legally obligated under the terms of the engagement or relationship with Potential Purchaser to maintain the confidentiality of the Evaluation Material; which in either case requires at a minimum that:

(i) Assisting Party shall use the Evaluation Material solely for the purpose of evaluating the Property on behalf of Potential Purchaser.

(ii) Assisting Party shall not disseminate or divulge the Evaluation Material to any individual or entity, other than to: (a) other employees, officers and directors of Assisting Party's employer, (b) Potential Purchaser's employees, officers and directors (including those of its affiliates), (c) Potential Purchaser's agents and representatives (including its attorneys, accountants and financial advisors) and (d) any third parties (such as equity investors, servicers and contractors), in each case who (i) have a need for access to the Evaluation Material for the purpose of assisting and advising Potential Purchaser in the evaluation of the Property or in making a bid therefor, and (ii) have entered into an agreement with Potential Purchaser substantially in the form of this Part B, or that are otherwise legally obligated under the terms of their engagement or relationship with Potential Purchaser to maintain the confidentiality of the Evaluation Material.

Section 3. Liability. If the FDIC determines that Assisting Party has breached any provision of this Part B, the FDIC may, in its sole discretion, exercise any or all legal or equitable rights or remedies to which the FDIC is entitled against Potential Purchaser and/or Assisting Party on account of Assisting Party's breach. The FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 4. Release of the FDIC. Assisting Party acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than the FDIC, and further acknowledges and understands that the FDIC makes no representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Evaluation Material. Assisting Party hereby releases the FDIC from all claims, demands, causes of action, losses, damages, liabilities, cost or expenses (including attorneys' fees) asserted against or incurred by Assisting Party by reason of Assisting Party's reliance on or knowledge of the Evaluation Material or for any other reason.

Section 5. Public Information. Notwithstanding anything to the contrary set forth above, nothing in this Part B shall prevent Assisting Party from using or disseminating information that is or becomes generally available to the public other than as a result of a disclosure by Potential Purchaser, Assisting Party or any individual or entity to whom Potential Purchaser or Assisting Party has disclosed such information.

Section 6. Verification of Statements. By entering into and agreeing to the terms of this Part B, Assisting Party hereby acknowledges that the FDIC may perform an investigation to verify the accuracy of any statement made by Assisting Party herein.

Section 7. Governing Law. Federal law shall control this Part B. To the extent that federal law does not supply a rule of decision, this Part B shall be governed by and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Part B requires any unlawful action or inaction by either party.

Section 8. Entire Agreement. This Part B represents the entire agreement between Assisting Party and the FDIC relating to the receipt, use and disclosure of the Evaluation Material and supersedes any and all prior understandings and agreements with respect thereto.

EXECUTED THIS _____ DAY OF _____, 200__.

By: _____
Name: _____
Title: _____

Check one: ___ Potential Purchaser
 ___ Assisting Party

Potential Purchaser's Name and Address

Potential Purchaser Contact Person

Telephone Number of Potential Purchaser Contact Person

Assisting Party's Company Name and Address
(Complete if applicable and different than Potential Purchaser)

Telephone Number of Assisting Party's Company
(Complete if applicable and different than Potential Purchaser Contact Person's telephone number)

PURCHASER ELIGIBILITY CERTIFICATION

Sale/Loan Pool Number(s): _____

The purpose of the Purchaser Eligibility Certification is to identify Prospective Purchasers who are not eligible to purchase assets of failed financial institutions from the Federal Deposit Insurance Corporation under the laws, regulations and policies governing such sales. Completion of the Purchaser Eligibility Certification, **without modification**, is a prerequisite to any such purchase.

DEFINITIONS

Affiliated Business Entity. An Affiliated Business Entity of a Prospective Purchaser means its spouse, dependent child or any member of its household; or any entity that directly or indirectly is under the control of the Prospective Purchaser, controls the Prospective Purchaser or is under common control with the Prospective Purchaser.

Associated Person. An Associated Person of a Prospective Purchaser who is an individual is (1) the Prospective Purchaser's spouse or dependent child or any member of the household, (2) a partnership in which the Prospective Purchaser is or was a general or limited partner, or (3) a corporation of which the Prospective Purchaser is or was an officer or director. An Associated Person of a Prospective Purchaser that is an entity is (1) any individual or entity that, acting individually or in concert with one or more individuals or entities, owns or controls 25 percent or more of the Prospective Purchaser; or (2) a managing or general partner of the Prospective Purchaser.

Contractor. A Contractor is any individual or entity that has submitted an offer to the FDIC to perform services or has a contractual arrangement with the FDIC to perform services.

Delinquent Obligation. A Delinquent Obligation is any debt or duty to pay money to the FDIC in excess of \$50,000 (in the aggregate for all such debts or duties) that is more than 60 days delinquent, or any other failure to comply with the terms and conditions of a written agreement with the FDIC that continues for more than sixty (60) days following notice. A Delinquent Obligation does not include any debt that has been settled, nor any debt that has been sold or transferred by the FDIC, nor any debt for which the FDIC has reported forgiveness of debt through the issuance of an IRS form 1099, nor any debt discharged in bankruptcy.

Failed Institution. A Failed Institution is any bank or savings association that has been under the conservatorship or receivership of the FDIC or of the Resolution Trust Corporation. It includes any entity owned and controlled by such a bank or savings association.

FDIC. FDIC means the Federal Deposit Insurance Corporation, whether acting in its corporate capacity or as conservator or receiver of a Failed Institution.

Prospective Purchaser. A Prospective Purchaser is any individual or entity that has made or intends to make an offer to purchase assets of a Failed Institution from the FDIC. For all purposes of this Certification, an “entity” includes any entity with a legally independent existence, including, without limitation, a trustee; the beneficiary of at least a 25% share of the proceeds of a trust; a partnership; a corporation; an association; or any other organization or society.

Substantial Loss. A Substantial Loss is (i) any debt or duty to pay money to the FDIC or a Failed Institution that has an outstanding balance of more than \$50,000 and that is more than 90 days past due; (ii) an unpaid final judgment of more than \$50,000 regardless of whether it is forgiven in a bankruptcy proceeding; (iii) a deficiency balance following a foreclosure sale of more than \$50,000 regardless of whether it is forgiven in a bankruptcy proceeding; or (iv) any loss of more than \$50,000 reported on an IRS Form 1099-C (Information Reporting for Discharge of Indebtedness).

ELIGIBILITY CERTIFICATION

The undersigned hereby certifies that all of the following statements are true, correct and complete when made and will be true at closing of the sale.

- A. FDIC Employees.** The Prospective Purchaser is not an FDIC employee, the spouse of an FDIC employee, or the minor child of an FDIC employee.
- B. Delinquent Obligors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities has a Delinquent Obligation. *Under certain circumstances, the certification required in this paragraph may be waived. For more information about the waiver process and criteria, contact the FDIC sales representative. Note: If the sale is for FDIC real estate owned or items such as furniture, fixtures or equipment, artwork, automobiles or other tangible items, and the bid price will be less than \$250,000 (per item or per pool), then the certification set forth in this paragraph B is not required.*
- C. FDIC Contractors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities is a Contractor that has performed services within the past three years relating to any of the assets that the Prospective Purchaser might buy, unless the contract for services allows for the purchase of such assets. *Under certain circumstances, the certification required in this paragraph may be waived. For more information about the waiver process and criteria contact the FDIC sales representative.*
- D. Officers or Directors of Failed Institutions.** Neither the Prospective Purchaser nor any of its Associated Persons has ever been an officer or director of a Failed Institution or of an affiliate of a Failed Institution who (1) has participated in a material way in one or more transactions that caused a Substantial Loss to any such Failed Institution; *and* (2) in connection with such Substantial Loss has been found by a court or administrative

tribunal, or alleged in a judicial or administrative action brought by the FDIC or any federal or state governmental entity to have (i) violated any law, regulation or order issued by a federal or state banking agency; (ii) breached a written agreement with a federal or state banking agency or with a Failed Institution; (iii) engaged in an unsafe or unsound practice in conducting the affairs of a Failed Institution; or (iv) breached a fiduciary duty owed to a Failed Institution.

- E. Debarment from Participation in the Affairs of a Failed Institution.** Neither the Prospective Purchaser nor any of its Associated Person(s) has been removed from, or prohibited from participating in the affairs of a Failed Institution by a final enforcement action by the FDIC or any other federal banking agency (Office of the Comptroller of the Currency, Office of Thrift Supervision, or the Board of Governors of the Federal Reserve System).
- F. Pattern or Practice of Defalcation.** Neither the Prospective Purchaser nor any of its Associated Person(s) has borrowed money or guaranteed loans in more than one transaction with the intent to cause a loss or with reckless disregard for whether such transactions would cause a loss to any financial institution insured by the FDIC, where these loans, in the aggregate, caused a Substantial Loss to one or more Failed Institutions.
- G. Convicted of Certain Crimes.** Neither the Prospective Purchaser nor any of its Associated Person(s) (1) has been convicted of committing or conspiring to commit any offense under Section 215, 656, 657, 1005, 1006, 1007, 1014, 1032, 1341, 1343 or 1344 of Title 18 of the United States Code affecting any Failed Institution; *and* (2) has defaulted on any debt or duty to pay money (including any guaranty) owed to the FDIC or any Failed Institution to such an extent that a judgment has been rendered in favor of the FDIC or the property securing the debt has been foreclosed on.
- H. If Seller Financing Is Used.** Neither the Prospective Purchaser nor any of its Associated Persons (1) has defaulted on any debts or duties to pay money (including any guaranty) to the FDIC or a Failed Institution that, in the aggregate, exceed \$1,000,000, to such an extent that a judgment has been rendered in favor of the FDIC or the property securing the debt has been foreclosed on; *and* (2) has made any fraudulent misrepresentations in connection with any of these debts or duties. *This representation is not required, and has no effect, if the Prospective Purchaser does not finance any portion of the purchase price through financing offered by the FDIC.*
- I. Transactions Structured to Circumvent this Certification.** Neither the identity nor form of the Prospective Purchaser, nor any aspect of the contemplated transaction, has been created or altered with the intent, in whole or in part, to allow an individual or entity who otherwise would be ineligible to purchase assets from the FDIC to benefit directly or indirectly from the proposed transaction.

PROSPECTIVE PURCHASER INFORMATION

Name of Prospective Purchaser		Tax ID Number or SSN	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (<i>Specify</i>)			
Physical Street Address (For Overnight Delivery)			
City	State or Province	Country	Postal Code
Contact Person and Title			
Telephone Number ()	Fax Number ()	E-Mail Address ()	

IN WITNESS WHEREOF, the undersigned has executed this Certification as of
 this _____ day of _____, _____

PROSPECTIVE PURCHASER

 [Print Name of Prospective Purchaser]

 [Signature]

 [Print Name and Title of Authorized Signatory]

Notice Concerning Legal Action

Any person who knowingly or willfully makes false or fraudulent statements or disclosures in connection with this Certification will be referred to the Office of Inspector General and/or the appropriate law enforcement officials for investigation and legal enforcement and may be subject to fines and/or imprisonment (18 U.S.C. §§ 1001, 1007 and 1014).

PRIVACY ACT STATEMENT

The Federal Deposit Insurance Act (12 U.S.C. §§1819, 1821, and 1823), 5 C.F.R. Part 3201, 12 C.F.R. Parts 340 and 366, and Executive Order 9397 authorize the collection of this information. The FDIC will use the information to assist in the determination of whether a Prospective Purchaser is eligible to purchase assets under the laws, regulations and policies pertaining to the FDIC. The FDIC may disclose this information: 1) to other federal, state or local agencies and to contractors to assist in the marketing or sale of assets; 2) to appropriate Federal, State or local agency or responsible authority, to the extent that disclosure is necessary and pertinent for investigating or prosecuting a violation of or for enforcing or implementing a statute, rule, regulation or order, when the information indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by any statute, or by regulation, rule or order issued pursuant thereto; 3) to a court, magistrate, or administrative tribunal in the course of presenting evidence, including disclosure to counsel or witnesses in the course of civil discovery, litigation, or settlement negotiations or in connection with criminal law proceedings, when the FDIC is a party to the proceeding or has a significant interest in the proceeding and the information is determined to be relevant and necessary; 4) to a congressional office in response to a written inquiry made by the congressional office at the request of the individual to whom the record pertains; or 5) in accord with any other routine use appropriate for the FDIC's Insured Bank Liquidation Records, # 30- 64- 0013. Submitting this information to the FDIC is voluntary. Your failure, however, to submit all of the information requested and to complete the form entirely could result in your inability to bid on or purchase FDIC-held assets.

ESTIMATED REPORTING BURDEN

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Paperwork Reduction Act, Legal Division, FDIC, Washington, D.C. 20429; and to the Office of Management and Budget, Paperwork Reduction Project (3064-0089), Washington, D.C. 20503. Respondents need not respond to this request for information unless it displays a currently valid OMB Control Number.

Executive Summary

Lot 48, Silverado Estates

Kaufman, Texas

Asset No. 4023445882101

The information contained herein is intended to provide interested parties with preliminary information only. This list is not a solicitation of offers and does not constitute an offer to sell. The information is provided for the purpose of inviting further inquiry and has been obtained from sources we believe to be reliable. All properties are sold in an "AS IS" condition. The FDIC makes no guarantee, warranty, or representation, expressed or implied as to the location, quality, kind, character, size, description, or fitness for any use or purpose, now or hereafter.

Legal Description:

The property is generally described as Lot 48, Silverado Estates. A more detailed legal description can be found in the title report found in this package.

Location:

The property is located just north of Highway 243, six miles east of Kaufman.. Exit left onto County Road 101 for .2 miles and access to Silverado Estate will be on your left. The development is in the shape of a loop.

Zoning:

There does not appear to be any zoning restrictions on the property. Purchasers are encouraged to research this further before making offers.

Property Description:

The property is 1.54 acres (approx 130' by 320') which has been used as a mobile home site in the past. The lot is mainly open, but some trees are starting to take over areas of the lot. This lot is on the inside of the loop faces the southwest. Electric service and rural water are available to the site. An all weather road fronts the east side of the lot.

Tax Information:

The property's Tax ID is R97915. **Outstanding taxes as of April 1, 2006 were \$7,473.93.** Information on the current status of the taxes is available online at <http://www.kaufmancounty.org/>.

Terms of Sale:

This property is being offered for sale "Where is, As is". Property will be conveyed with a Quick Claim Deed and subject to any and all outstanding Taxes and Liens. Earnest Money in the amount of the Full Purchase price must accompany any signed contract. Full details of the transaction are contained in the real estate purchase and sale contract attached to this document.

FDIC Contact Information

For specific property questions, please contact Wade Massey at 972-761-8201 or e-mail wmassey@fdic.gov .

Mail signed contracts to the following address:

**FDIC
Attention Wade Massey
1910 Pacific Ave
Dallas, TX 75201**

REAL ESTATE PURCHASE AND SALE CONTRACT

{ Instructions throughout the contract are in italics in "{}" brackets. }

1. PARTIES: This Real Estate Purchase And Sale Contract (the "Contract") is entered into by and between the **Federal Deposit Insurance Corporation**, in the following capacity(ies):

Receiver of _____

in its Corporate capacity.

Manager of the FSLIC Resolution Fund .

Manager of the FSLIC Resolution Fund as Receiver of _____

other _____

hereafter referred to as "Seller,"

and _____ *{check one}*
an individual, or a state of *{name of state}* _____ *{circle*
one} corporation/partnership/limited liability company/trust ("Purchaser").

2. PROPERTY: That certain tract or parcel of land described on ATTACHMENT A affixed hereto and incorporated herein, which parcel of land is to be sold together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto and all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the "Property").
3. PURCHASE PRICE: Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase the Property for the purchase price of _____ and no/100 dollars (\$ _____) (the "Purchase Price").
4. EARNEST MONEY: An earnest money deposit (the "Earnest Money") in the amount of \$ _____, equal to THE FULL PURCHASE PRICE, is herewith tendered by Purchaser and is to be held by Seller. The Earnest Money will be in the form of cash, a cashier's check, or certified funds payable to Seller. The Earnest Money will NOT bear interest at any time. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money will be applied against the Purchase Price at Closing, i.e., the Earnest Money will become the Purchase Price at Closing and will belong to Seller. In the event of default hereunder by Purchaser, the Earnest Money will be applied as provided in Section 16.
5. SURVEY: Seller has no obligation to provide Purchaser with a survey of the Property. The Purchaser may, at his own expense, purchase a survey of the Property.
6. TITLE COMMITMENT AND TITLE POLICY: Seller has no obligation to provide Purchaser with a title report, a title commitment ("Title Commitment"), or an Owner's title insurance policy ("Title Policy"). The Purchaser may elect at his own expense to purchase a Title Commitment and/or Title Policy.

Purchaser has no right to raise any objection, nor does Seller have any obligation to eliminate or modify any easement, lien, imposition, encumbrance, restriction, condition, or covenant with respect to the Property, whether of record or not, or whether evidenced by a title report, Title Commitment, survey, or otherwise. Purchaser agrees that (i) all such matters are permitted encumbrances, and (ii) conveyance of the Property will be subject thereto.

7. INSPECTION PERIOD: There is NO inspection period granted under this Contract.
8. CONVEYANCE OF TITLE: Seller will convey the Property by a Deed Without Warranty, or if inapplicable in the state wherein the Property is located, a Quitclaim Deed (in either event, the "Deed"), subject to all easements, rights of way, exceptions, covenants, restrictions, reservations, encroachments, encumbrances, access limitations, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded. Any personalty that may be owned by the Seller that is situated on the Property at Closing will be conveyed to Purchaser by Quitclaim Bill of Sale.
9. PROPERTY CONDITION: **PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT:**
 - (i) **SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER – WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE –AS TO (a) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (b) THE INCOME TO BE DERIVED FROM THE PROPERTY, (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (d) THE PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (g) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OTHER THAN THE WARRANTIES OF TITLE IN THE SPECIAL WARRANTY DEED, IF SUCH SPECIAL WARRANTY DEED IS ISSUED. SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS.**
 - (ii) **PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS."**
 - (iii) **NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT, PURSUANT TO THE INSPECTION PERIOD (IF ANY), PURCHASER HAS MADE (OR HEREBY WAIVES): (a) ALL INSPECTIONS OF THE PROPERTY DEEMED NECESSARY OR APPROPRIATE BY PURCHASER TO DETERMINE THE PROPERTY'S VALUE AND CONDITION, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, UNDERGROUND STORAGE TANKS, HAZARDOUS**

WASTE, AND ANY OTHER HAZARDOUS MATERIALS, AND (b) ALL INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) WILL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER ACCEPTS ALL LIABILITY THEREFOR, AS BETWEEN PURCHASER AND SELLER, AND INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM, OR IN ANY WAY ARISING OUT OF SUCH HAZARD. THIS INDEMNITY SURVIVES CLOSING AND WILL NOT BE MERGED WITH THE SELLER'S DEED.

10. **BROKER'S FEE:** By separate document, Seller has agreed to pay a real estate commission (the "**Commission**") to the real estate agent specified therein (the "**Broker**"), subject to the closing of this sale and payment of the full Purchase Price to Seller. Broker may agree to pay a portion of the Commission to any other licensed real estate agent but Seller will bear no liability for payment to any agent other than Broker. Purchaser represents to Seller that no real estate broker has been authorized to act on Purchaser's behalf, and Purchaser hereby indemnifies Seller from any claims which have been or may be asserted against Seller as to brokerage or similar fees with respect to the Property.
11. **CLOSING:** The closing and funding of this sale (the "**Closing**") will be ten (10) days from the Effective Date, (the "**Closing Date**"). Should the Closing Date fall on a Saturday, Sunday, or legal holiday, Closing will occur on the first business day thereafter. The Closing will take place at the office of the Title Company or, at Seller's option, at the office of Seller. If either party fails to close the sale under the terms of this Contract, the non-defaulting party will be entitled to exercise the remedies provided in Section 16. Any extension of the Closing Date must be in writing and executed by Purchaser and Seller in advance of the scheduled Closing Date, except in the case of the Seller's unilateral extension of the Closing Date as described in Section 6.
12. **POSSESSION:** Possession of the Property in its condition existing at the date of execution hereof, ordinary wear and tear excepted, will be delivered to Purchaser at Closing, subject to the rights or claims of parties in possession or vendors thereto. Delivery of the Deed by Seller and acceptance of the Deed by Purchaser will evidence the assignment by Seller and assumption by Purchaser of all written or oral agreements for lease of the Property and contracts in effect as of the Closing Date. From and after Closing, Purchaser will defend, indemnify, and hold Seller harmless from and against all claims, demands, and actions arising under such leases or contracts.
13. **CLOSING COSTS:** All expenses and costs incurred in connection with the Purchaser's purchase of the Property, except the broker's fee described in Section 10, if any, and the preparation of the deed, will be paid by the Purchaser. Such expenses and costs to be paid by the Purchaser include, but are not limited to, documentary stamp, ad valorem and transfer taxes, and recording fees.
14. **PRORATIONS:** At Closing, all utilities, rents, amounts owing under service contracts and leases, and all deposits and other items of income or expense, will be prorated between Purchaser and Seller as of the Closing Date. All such prorations are final and not adjustable. Notwithstanding the above, the Purchaser will be responsible for all unpaid ad valorem taxes and assessments affecting the Property, whether known or unknown, current or delinquent, including any additional ad valorem taxes, interest, penalties, court costs, title costs, and attorney fees that may become due because of (i) the transfer of the property, (ii) a subsequent change in the use of the property, and (iii) the omission of assessments on improvements. There will be no proration for any of the above.
15. **CASUALTY LOSS:** In the event of damage or destruction of the Property by fire or other casualty prior to the Closing Date, which results in a loss exceeding twenty percent (20%) of the Purchase Price. Purchaser, within

five (5) days of notice from Seller of the occurrence of such event, may either (i) receive the insurance proceeds payable as a result of the event and consummate the transaction in accordance herewith, or (ii) terminate this Contract. In the event of termination of this Contract the Earnest Money will be returned to Purchaser. Thereafter neither party hereto will have any further rights or obligations under this Contract.

16. **DEFAULT:** If Purchaser fails to perform any of his obligations hereunder, Seller's exclusive remedy for such default is (a) termination of this Contract by written notice to the Purchaser, and (b) retention of the Earnest Money as liquidated damages. If Seller fails to perform any of its obligations hereunder, Purchaser's exclusive remedy for such default is (a) termination of this Contract and liquidated damages as follows: (i) refund of the Earnest Money, and (ii) reimbursement by the Seller of Purchaser's documented out-of-pocket expenses, not to exceed \$500.00. The liquidated damages specified in this Section are not penalties, rather they are reasonable estimates of the cost to the Seller of holding the Property off the market, and the cost to the Purchaser of the lost transaction
17. **PROHIBITED PURCHASER:** Purchaser acknowledges that certain persons are prohibited from purchasing assets from Seller. Purchaser also acknowledges that under certain circumstances, Seller will not sell assets to certain persons. Accordingly, prior to the execution hereof, Purchaser has completed and executed the Purchaser Eligibility Certification (the "PEC") attached here to as ATTACHMENT B. Purchaser represents and warrants that the completed PEC is true and correct, and acknowledges that Seller is relying on the truth and accuracy of the completed PEC.

Any incorrect information on the PEC will constitute a breach of this Contract by the Purchaser. Should the Seller determine prior to Closing that any portion of the Purchaser's completed PEC is incorrect, Seller may terminate the Contract and retain the Earnest Money per Section 16 of this Contract and may pursue other sanctions provided by law.
18. **CONFIDENTIALITY:** Prior to the execution hereof, Purchaser has completed and executed the Confidentiality Agreement attached hereto as ATTACHMENT C. Any breach of the Confidentiality Agreement by Purchaser will be a default hereunder, as provided in Section 16.
19. **ATTORNEYS' FEES:** In any legal proceeding brought under or with relation to this Contract, the prevailing party will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.
20. **AUTHORITY TO EXECUTE:** Only an FDIC employee who is an Attorney-in-Fact for the FDIC acting in the capacity stated in Section 1 is authorized by the FDIC to execute this Contract.
21. **SURVIVAL:** Sections 9, 10, 14, 23 and 27 of this Contract will survive the Closing and the delivery of the Deed and other conveyance documents from Seller to Purchaser. All of the terms and conditions of Sections 9, 10, 14, 23, and 27 will be and remain in full force and effect between the parties hereto.
22. **MODIFICATION:** This Contract supersedes any and all prior discussions, communications, and agreements between the Seller and the Purchaser, if any, with respect to the purchase of the Property and other matters contained herein. This Contract contains the sole and entire understanding between the parties hereto with respect to the transaction contemplated herein. This Contract will not be modified or amended except in writing executed by the Purchaser and Seller.
23. **APPLICABLE LAW:** This Contract will be governed by and construed and enforced in accordance with the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state in which the Property is located.
24. **TIME:** Time is of the essence of this Contract.
25. **NOTICES:** All notices, requests, demands, or other communications required or desired to be given hereunder

will be in writing and either delivered by (a) hand, (b) telecopier, (c) overnight delivery service, or (d) certified mail, return receipt requested, postage prepaid, to the addresses in the signature section below, and will be deemed given two (2) days after the date mailed, if mailed, one (1) day after the date sent, if sent by overnight delivery service, and on the day delivered if delivered personally to the address set forth or by telecopier to the facsimile (fax) number also set forth below.

26. EFFECTIVE DATE: The effective date of this Contract (the "**Effective Date**") will be the date upon which the last party to sign executes this Contract.
27. CONSTRUCTION: Unless stated otherwise, the words "day" or "days" refer to calendar days. Pronouns are used interchangeably herein to refer to masculine, feminine, or neuter antecedents. Purchaser waives the presumption that ambiguities, if any, will be construed against the drafting party. This Contract will be construed liberally and not in favor of the non-drafting party.
28. ATTORNEY CONSULTATION: The parties acknowledge and agree that this is intended to be a legally binding contract. The parties further acknowledge that federal law may impose certain duties upon brokers or signatories to this Contract when any of the signatories is a foreign party, or when any of the signatories receives certain amounts of U.S. currency in connection with a real estate closing. To the extent, if any, that either party fails to understand the effect of any part of this Contract, that party hereby agrees to consult an attorney prior to signing.
29. STATE SPECIFIC ATTACHMENTS: The following attachments are affixed and incorporated herewith to conform this Contract to the laws of the state in which the Property is located:

{If none of the attachments listed below are used, write "None" on the first line.}

ATTACHMENT NO. D: _____

ATTACHMENT NO. E: _____

ATTACHMENT NO. F: _____

ATTACHMENT NO. G: _____

ATTACHMENT NO. H: _____

30. INDIVIDUAL LIABILITY. The individual signing this Contract purportedly on behalf of a corporation, partnership, limited liability company, or trust will be bound under this Contract in his or her individual capacity unless, prior to Closing, the individual complies with requirements that the Seller deems necessary or appropriate to insure conveyance of title to the named entity.
31. DISCLOSURES. As required by applicable law, the following disclosures are attached to this Contract, and the terms thereof are incorporated herein:
- ATTACHMENT NO. I: Lead-Based Paint Disclosure. If the Property includes any interest in real property on which a residential dwelling was built prior to 1978.
- ATTACHMENT NO. J: Other Environmental Matters. Other environmental matters require disclosure in connection with the conveyance of the Property to the Purchaser.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates set forth beneath their signatures.

PURCHASER:

{Individual Purchaser signs here. Entity Purchaser prints or types entity's name here.}

By: _____

{Entity's representative signs here.}

Name of Entity Purchaser's representative printed or typed: _____

Title of Entity Purchaser's representative: _____

Individual Purchaser's Name Printed or Typed: _____

Address: _____

{Use street address only. A Post Office Box address is NOT acceptable.}

Phone Number: _____

Fax Number: _____

Tax ID Number: _____

Date: _____

SELLER:

Federal Deposit Insurance Corporation, in the capacity stated above.
1910 Pacific Avenue, Fourteenth Floor
Dallas, Texas 75201

By: _____

Name: _____

Its: Attorney in Fact

Phone: _____

Fax: _____

Date: _____

PURCHASER ELIGIBILITY CERTIFICATION

Sale/Loan Pool Number(s): _____

The purpose of the Purchaser Eligibility Certification is to identify Prospective Purchasers who are not eligible to purchase assets of failed financial institutions from the Federal Deposit Insurance Corporation under the laws, regulations and policies governing such sales. Completion of the Purchaser Eligibility Certification, **without modification**, is a prerequisite to any such purchase.

DEFINITIONS

Affiliated Business Entity. An Affiliated Business Entity of a Prospective Purchaser means its spouse, dependent child or any member of its household; or any entity that directly or indirectly is under the control of the Prospective Purchaser, controls the Prospective Purchaser or is under common control with the Prospective Purchaser.

Associated Person. An Associated Person of a Prospective Purchaser who is an individual is (1) the Prospective Purchaser's spouse or dependent child or any member of the household, (2) a partnership in which the Prospective Purchaser is or was a general or limited partner, or (3) a corporation of which the Prospective Purchaser is or was an officer or director. An Associated Person of a Prospective Purchaser that is an entity is (1) any individual or entity that, acting individually or in concert with one or more individuals or entities, owns or controls 25 percent or more of the Prospective Purchaser; or (2) a managing or general partner of the Prospective Purchaser.

Contractor. A Contractor is any individual or entity that has submitted an offer to the FDIC to perform services or has a contractual arrangement with the FDIC to perform services.

Delinquent Obligation. A Delinquent Obligation is any debt or duty to pay money to the FDIC in excess of \$50,000 (in the aggregate for all such debts or duties) that is more than 60 days delinquent, or any other failure to comply with the terms and conditions of a written agreement with the FDIC that continues for more than sixty (60) days following notice. A Delinquent Obligation does not include any debt that has been settled, nor any debt that has been sold or transferred by the FDIC, nor any debt for which the FDIC has reported forgiveness of debt through the issuance of an IRS form 1099, nor any debt discharged in bankruptcy.

Failed Institution. A Failed Institution is any bank or savings association that has been under the conservatorship or receivership of the FDIC or of the Resolution Trust Corporation. It includes any entity owned and controlled by such a bank or savings association.

FDIC. FDIC means the Federal Deposit Insurance Corporation, whether acting in its corporate capacity or as conservator or receiver of a Failed Institution.

Prospective Purchaser. A Prospective Purchaser is any individual or entity that has made or intends to make an offer to purchase assets of a Failed Institution from the FDIC. For all purposes of this Certification, an “entity” includes any entity with a legally independent existence, including, without limitation, a trustee; the beneficiary of at least a 25% share of the proceeds of a trust; a partnership; a corporation; an association; or any other organization or society.

Substantial Loss. A Substantial Loss is (i) any debt or duty to pay money to the FDIC or a Failed Institution that has an outstanding balance of more than \$50,000 and that is more than 90 days past due; (ii) an unpaid final judgment of more than \$50,000 regardless of whether it is forgiven in a bankruptcy proceeding; (iii) a deficiency balance following a foreclosure sale of more than \$50,000 regardless of whether it is forgiven in a bankruptcy proceeding; or (iv) any loss of more than \$50,000 reported on an IRS Form 1099-C (Information Reporting for Discharge of Indebtedness).

ELIGIBILITY CERTIFICATION

The undersigned hereby certifies that all of the following statements are true, correct and complete when made and will be true at closing of the sale.

- A. FDIC Employees.** The Prospective Purchaser is not an FDIC employee, the spouse of an FDIC employee, or the minor child of an FDIC employee.
- B. Delinquent Obligors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities has a Delinquent Obligation. *Under certain circumstances, the certification required in this paragraph may be waived. For more information about the waiver process and criteria, contact the FDIC sales representative. Note: If the sale is for FDIC real estate owned or items such as furniture, fixtures or equipment, artwork, automobiles or other tangible items, and the bid price will be less than \$250,000 (per item or per pool), then the certification set forth in this paragraph B is not required.*
- C. FDIC Contractors.** Neither the Prospective Purchaser nor any of its Affiliated Business Entities is a Contractor that has performed services within the past three years relating to any of the assets that the Prospective Purchaser might buy, unless the contract for services allows for the purchase of such assets. *Under certain circumstances, the certification required in this paragraph may be waived. For more information about the waiver process and criteria contact the FDIC sales representative.*
- D. Officers or Directors of Failed Institutions.** Neither the Prospective Purchaser nor any of its Associated Persons has ever been an officer or director of a Failed Institution or of an affiliate of a Failed Institution who (1) has participated in a material way in one or more transactions that caused a Substantial Loss to any such Failed Institution; *and* (2) in connection with such Substantial Loss has been found by a court or administrative

tribunal, or alleged in a judicial or administrative action brought by the FDIC or any federal or state governmental entity to have (i) violated any law, regulation or order issued by a federal or state banking agency; (ii) breached a written agreement with a federal or state banking agency or with a Failed Institution; (iii) engaged in an unsafe or unsound practice in conducting the affairs of a Failed Institution; or (iv) breached a fiduciary duty owed to a Failed Institution.

- E. Debarment from Participation in the Affairs of a Failed Institution.** Neither the Prospective Purchaser nor any of its Associated Person(s) has been removed from, or prohibited from participating in the affairs of a Failed Institution by a final enforcement action by the FDIC or any other federal banking agency (Office of the Comptroller of the Currency, Office of Thrift Supervision, or the Board of Governors of the Federal Reserve System).
- F. Pattern or Practice of Defalcation.** Neither the Prospective Purchaser nor any of its Associated Person(s) has borrowed money or guaranteed loans in more than one transaction with the intent to cause a loss or with reckless disregard for whether such transactions would cause a loss to any financial institution insured by the FDIC, where these loans, in the aggregate, caused a Substantial Loss to one or more Failed Institutions.
- G. Convicted of Certain Crimes.** Neither the Prospective Purchaser nor any of its Associated Person(s) (1) has been convicted of committing or conspiring to commit any offense under Section 215, 656, 657, 1005, 1006, 1007, 1014, 1032, 1341, 1343 or 1344 of Title 18 of the United States Code affecting any Failed Institution; *and* (2) has defaulted on any debt or duty to pay money (including any guaranty) owed to the FDIC or any Failed Institution to such an extent that a judgment has been rendered in favor of the FDIC or the property securing the debt has been foreclosed on.
- H. If Seller Financing Is Used.** Neither the Prospective Purchaser nor any of its Associated Persons (1) has defaulted on any debts or duties to pay money (including any guaranty) to the FDIC or a Failed Institution that, in the aggregate, exceed \$1,000,000, to such an extent that a judgment has been rendered in favor of the FDIC or the property securing the debt has been foreclosed on; *and* (2) has made any fraudulent misrepresentations in connection with any of these debts or duties. *This representation is not required, and has no effect, if the Prospective Purchaser does not finance any portion of the purchase price through financing offered by the FDIC.*
- I. Transactions Structured to Circumvent this Certification.** Neither the identity nor form of the Prospective Purchaser, nor any aspect of the contemplated transaction, has been created or altered with the intent, in whole or in part, to allow an individual or entity who otherwise would be ineligible to purchase assets from the FDIC to benefit directly or indirectly from the proposed transaction.

PROSPECTIVE PURCHASER INFORMATION

Name of Prospective Purchaser		Tax ID Number or SSN	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (<i>Specify</i>)			
Physical Street Address (For Overnight Delivery)			
City	State or Province	Country	Postal Code
Contact Person and Title			
Telephone Number ()	Fax Number ()	E-Mail Address ()	

IN WITNESS WHEREOF, the undersigned has executed this Certification as of
 this _____ day of _____, _____

PROSPECTIVE PURCHASER

 [Print Name of Prospective Purchaser]

 [Signature]

 [Print Name and Title of Authorized Signatory]

Notice Concerning Legal Action

Any person who knowingly or willfully makes false or fraudulent statements or disclosures in connection with this Certification will be referred to the Office of Inspector General and/or the appropriate law enforcement officials for investigation and legal enforcement and may be subject to fines and/or imprisonment (18 U.S.C. §§ 1001, 1007 and 1014).

PRIVACY ACT STATEMENT

The Federal Deposit Insurance Act (12 U.S.C. §§1819, 1821, and 1823), 5 C.F.R. Part 3201, 12 C.F.R. Parts 340 and 366, and Executive Order 9397 authorize the collection of this information. The FDIC will use the information to assist in the determination of whether a Prospective Purchaser is eligible to purchase assets under the laws, regulations and policies pertaining to the FDIC. The FDIC may disclose this information: 1) to other federal, state or local agencies and to contractors to assist in the marketing or sale of assets; 2) to appropriate Federal, State or local agency or responsible authority, to the extent that disclosure is necessary and pertinent for investigating or prosecuting a violation of or for enforcing or implementing a statute, rule, regulation or order, when the information indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by any statute, or by regulation, rule or order issued pursuant thereto; 3) to a court, magistrate, or administrative tribunal in the course of presenting evidence, including disclosure to counsel or witnesses in the course of civil discovery, litigation, or settlement negotiations or in connection with criminal law proceedings, when the FDIC is a party to the proceeding or has a significant interest in the proceeding and the information is determined to be relevant and necessary; 4) to a congressional office in response to a written inquiry made by the congressional office at the request of the individual to whom the record pertains; or 5) in accord with any other routine use appropriate for the FDIC's Insured Bank Liquidation Records, # 30- 64- 0013. Submitting this information to the FDIC is voluntary. Your failure, however, to submit all of the information requested and to complete the form entirely could result in your inability to bid on or purchase FDIC-held assets.

ESTIMATED REPORTING BURDEN

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Paperwork Reduction Act, Legal Division, FDIC, Washington, D.C. 20429; and to the Office of Management and Budget, Paperwork Reduction Project (3064-0089), Washington, D.C. 20503. Respondents need not respond to this request for information unless it displays a currently valid OMB Control Number.

**CONFIDENTIALITY AGREEMENT
FOR OWNED REAL ESTATE**

Instructions

This Confidentiality Agreement (“Agreement”) is designed in two parts. When executing this Agreement, you will be agreeing to either Confidentiality Agreement Part A (“Part A”) or to Confidentiality Agreement Part B (“Part B”), as appropriate.

Part A applies to an individual acting in his or her own behalf or to an individual or entity acting through an authorized representative (in either capacity, “Potential Purchaser”) that is considering the submission of a bid to purchase the following real estate (the “Property”) offered by the FDIC [*describe property*]:

Part B, which begins on page 5 of this Agreement, applies to an individual (“Assisting Party”) (a) who is an employee, officer or director of either (i) Potential Purchaser (including those of its affiliates), (ii) Potential Purchaser’s agents or representatives (including its attorneys, accountants or financial advisors) or (iii) a third party (such as an equity investor, servicer or contractor), and (b) who has a need to access the Evaluation Material for the purpose of assisting and advising Potential Purchaser in evaluating the Property or entering a bid.

Part A: Potential Purchasers

By executing this Agreement, Potential Purchaser hereby enters into and agrees to be bound by all terms and conditions of this Part A as of the Effective Date (defined below) in favor of and for the benefit of the Federal Deposit Insurance Corporation, in its Corporate and/or Receivership capacity (“FDIC” or “Seller”).

WHEREAS, Potential Purchaser has expressed interest in having the FDIC provide Potential Purchaser with certain documents and/or other information relating to the Property for inspection and review;

WHEREAS, in consideration of the FDIC's (or its agents and representatives) furnishing Potential Purchaser with such information regarding the Property, Potential Purchaser desires to make certain agreements regarding such information and any other information the FDIC, its agents and representatives, furnish to Potential Purchaser regarding the Property (including all notes, analyses, compilations, studies or other documents, whether prepared by Potential Purchaser or others, which contain or otherwise

reflect such information) (such information, and such documents, are collectively herein referred to as the "Evaluation Material"); and

WHEREAS, Potential Purchaser's execution of this Part A, **without modification**, is a prerequisite to receipt of such Evaluation Material; and

WHEREAS, this Part A incorporates all Instructions to this Agreement, including the definitions contained therein.

NOW, THEREFORE, in order to induce the FDIC to furnish the Evaluation Material to Potential Purchaser for its inspection and review, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Potential Purchaser hereby acknowledges and agrees as follows:

Section 1. Term. This Part A shall be a continuing agreement, effective upon execution by Potential Purchaser ("Effective Date"). This Part A shall terminate only upon closing on the purchase of such Property

Section 2. Limitation on Use. Potential Purchaser shall use the Evaluation Material solely for the purpose of evaluating the Property.

Section 3. Limited Access. Without the prior, written consent of the FDIC, to be granted or withheld in its sole discretion, Potential Purchaser shall not disseminate or divulge the Evaluation Material to any individual or entity, other than to: (a) its employees, officers and directors (including those of its affiliates), (b) its agents and representatives (including its attorneys, accountants and financial advisors) and (c) any third parties (such as equity investors, servicers and contractors), in each case who (i) have a need for access to the Evaluation Material for the purpose of assisting and advising Potential Purchaser in the evaluation of the Property or in the making of a bid therefor, and (ii) have entered into an agreement with Potential Purchaser substantially in the form of Part B of this Agreement, a copy of which executed agreement will be provided upon request to the FDIC, or that are otherwise legally obligated under the terms of their engagement or relationship with Potential Purchaser to maintain the confidentiality of the Evaluation Material.

Section 4. Confidentiality; Destruction of Documents. Potential Purchaser agrees that Potential Purchaser shall ensure that all individuals or entities to whom it discloses the Evaluation Material shall keep the Evaluation Material confidential. If Potential Purchaser does not purchase the Property, Potential Purchaser shall destroy, and shall ensure that all individuals or entities to whom it has disclosed the Evaluation Material shall destroy all copies of the Evaluation Material, unless otherwise directed by the FDIC, unless doing so would violate: (a) record-keeping requirements mandated by applicable law or regulation, or (b) internal Potential Purchaser record maintenance policies and controls. Any Evaluation Material not destroyed because of subsections (a) or (b) of this Section 5 shall remain confidential and subject to this Part A. Potential Purchaser will inform the FDIC

immediately of any improper disclosure of any of the Evaluation Material, and of any breach of any provision of this Part A, which may come to Potential Purchaser's attention.

Section 5. Other Disclosure. To the extent that Potential Purchaser is required to disclose the Evaluation Material pursuant to the requirements of any legal proceeding, Potential Purchaser shall notify the FDIC within one Business Day of its knowledge of such legally required disclosure so that the FDIC may seek an appropriate protective order and/or waive Potential Purchaser's compliance with this Part A. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Potential Purchaser may disclose the relevant Evaluation Material if, in the written opinion of its counsel, failure to disclose such Evaluation Material would subject Potential Purchaser to liability for contempt, censure or other legal penalty or liability.

Section 6. Liability. If the FDIC determines that Potential Purchaser has breached any provision of Part A, or that Potential Purchaser's Assisting Party has breached any provision of Part B, then the FDIC may, in its sole discretion, exercise any or all legal or equitable rights or remedies against Potential Purchaser to which the FDIC is entitled on account of such breach. The FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 7. Indemnification. Potential Purchaser shall defend, indemnify and hold harmless the FDIC from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by the FDIC as a result of (a) any violation of, or failure to comply with, the provisions of this Part A by Potential Purchaser or any individual or entity to whom Potential Purchaser has disclosed the Evaluation Material; or (b) any violation of, or failure to comply with, the provisions of Part B by Potential Purchaser's Assisting Party or any individual or entity to whom the Assisting Party has disclosed the Evaluation Material.

Section 8. Release of the FDIC. Potential Purchaser acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than the FDIC, and further acknowledges and understands that the FDIC makes no representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Evaluation Material. Potential Purchaser hereby releases the FDIC from all claims, demands, causes of action, losses, damages, liabilities, cost or expenses (including attorneys' fees) asserted against or incurred by Potential Purchaser by reason of Potential Purchaser's reliance on or knowledge of the Evaluation Material or for any other reason arising in connection with the Offering.

Section 9. Public Information. Notwithstanding anything to the contrary set forth above, nothing in this Part A shall prevent Potential Purchaser from using or disseminating information that is or becomes generally available to the public other than as a result of a disclosure by Potential Purchaser, Potential Purchaser's Assisting Party, or any individual or

entity to whom Potential Purchaser or Potential Purchaser's Assisting Party has disclosed such information.

Section 10. Verification of Statements. By entering into and agreeing to the terms of this Part A, Potential Purchaser hereby acknowledges that the FDIC may perform a credit check or other investigation to verify the accuracy of any statement made by Potential Purchaser herein.

Section 11. Governing Law. Federal law shall control this Part A. To the extent that federal law does not supply a rule of decision, this Part A shall be governed by and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Part A requires any unlawful action or inaction by either party.

Section 12. Miscellaneous. This Part A represents the entire agreement between Potential Purchaser and the FDIC relating to the receipt, use and disclosure of the Evaluation Material and supersedes any and all prior understandings and agreements with respect thereto. This Part A shall apply to and be binding upon Potential Purchaser and its directors, officers, employees, agents, successors and assigns. The representative(s) signing this Part A on behalf of Potential Purchaser represents that he or she is fully authorized to enter into the terms and conditions of this Part A and to legally bind Potential Purchaser.

Part B: Assisting Parties

By executing this Agreement, I, an Assisting Party, hereby enter into and agree to be bound by all terms and conditions of Part B as of the Effective Date (defined below) in favor of and for the benefit of the Federal Deposit Insurance Corporation, in its Corporate and/or Receivership capacity ("FDIC" or "Seller").

WHEREAS, in consideration of the FDIC or Potential Purchaser furnishing Assisting Party with such information regarding the Property, Assisting Party desires to make certain agreements regarding such information and any other information the FDIC, its agents and representatives, or Potential Purchaser, furnish to Assisting Party regarding the Property (including all notes, analyses, compilations, studies or other documents, whether prepared by Assisting Party, Potential Purchaser or others, which contain or otherwise reflect such information) (such information, and such documents, are collectively herein referred to as the "Evaluation Material"); and

WHEREAS, Assisting Party's execution of this Part B, **without modification**, is a prerequisite to receipt of such Evaluation Material; and

WHEREAS, this Part B incorporates all Instructions to this Agreement, including the definitions contained therein.

NOW, THEREFORE, in order to induce the FDIC to furnish the Evaluation Material to Assisting Party for its inspection and review, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, Assisting Party hereby acknowledges and agrees as follows:

Section 1. Term. This Part B shall be a continuing agreement, effective upon Assisting Party's execution ("Effective Date"). This Part B shall terminate only upon closing on the purchase of such Property.

Section 2. Agreement with Potential Purchaser. Assisting Party (a) has entered into an agreement with Potential Purchaser substantially in the form of this Part B, a copy of which executed agreement will be provided upon request to the FDIC, or (b) is otherwise legally obligated under the terms of the engagement or relationship with Potential Purchaser to maintain the confidentiality of the Evaluation Material; which in either case requires at a minimum that:

(i) Assisting Party shall use the Evaluation Material solely for the purpose of evaluating the Property on behalf of Potential Purchaser.

(ii) Assisting Party shall not disseminate or divulge the Evaluation Material to any individual or entity, other than to: (a) other employees, officers and directors of Assisting Party's employer, (b) Potential Purchaser's employees, officers and directors (including those of its affiliates), (c) Potential Purchaser's agents and representatives (including its attorneys, accountants and financial advisors) and (d) any third parties (such as equity investors, servicers and contractors), in each case who (i) have a need for access to the Evaluation Material for the purpose of assisting and advising Potential Purchaser in the evaluation of the Property or in making a bid therefor, and (ii) have entered into an agreement with Potential Purchaser substantially in the form of this Part B, or that are otherwise legally obligated under the terms of their engagement or relationship with Potential Purchaser to maintain the confidentiality of the Evaluation Material.

Section 3. Liability. If the FDIC determines that Assisting Party has breached any provision of this Part B, the FDIC may, in its sole discretion, exercise any or all legal or equitable rights or remedies to which the FDIC is entitled against Potential Purchaser and/or Assisting Party on account of Assisting Party's breach. The FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 4. Release of the FDIC. Assisting Party acknowledges and understands that some or all of the Evaluation Material may have been prepared by parties other than the FDIC, and further acknowledges and understands that the FDIC makes no representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Evaluation Material. Assisting Party hereby releases the FDIC from all claims, demands, causes of action, losses, damages, liabilities, cost or expenses (including attorneys' fees) asserted against or incurred by Assisting Party by reason of Assisting Party's reliance on or knowledge of the Evaluation Material or for any other reason.

Section 5. Public Information. Notwithstanding anything to the contrary set forth above, nothing in this Part B shall prevent Assisting Party from using or disseminating information that is or becomes generally available to the public other than as a result of a disclosure by Potential Purchaser, Assisting Party or any individual or entity to whom Potential Purchaser or Assisting Party has disclosed such information.

Section 6. Verification of Statements. By entering into and agreeing to the terms of this Part B, Assisting Party hereby acknowledges that the FDIC may perform an investigation to verify the accuracy of any statement made by Assisting Party herein.

Section 7. Governing Law. Federal law shall control this Part B. To the extent that federal law does not supply a rule of decision, this Part B shall be governed by and construed and enforced in accordance with, the laws of the State of New York. Nothing in this Part B requires any unlawful action or inaction by either party.

Section 8. Entire Agreement. This Part B represents the entire agreement between Assisting Party and the FDIC relating to the receipt, use and disclosure of the Evaluation Material and supersedes any and all prior understandings and agreements with respect thereto.

EXECUTED THIS _____ DAY OF _____, 200__.

By: _____
Name: _____
Title: _____

Check one: ___ Potential Purchaser
 ___ Assisting Party

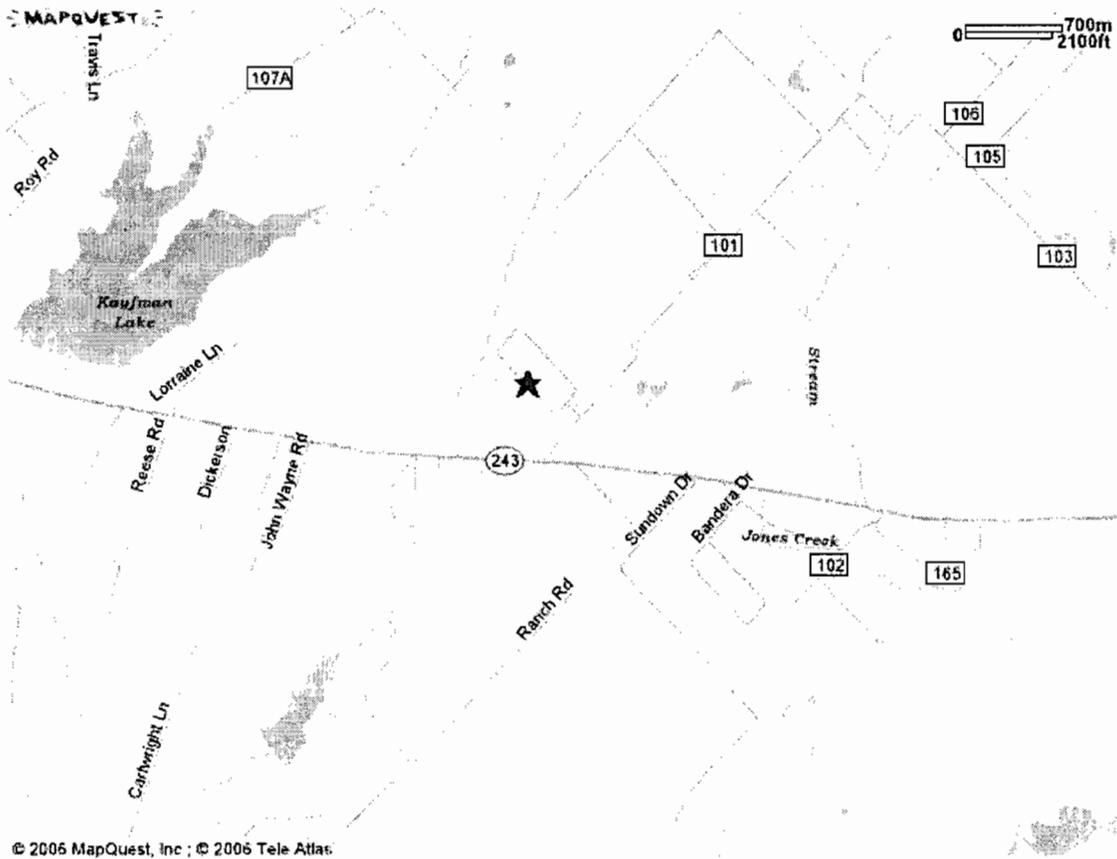
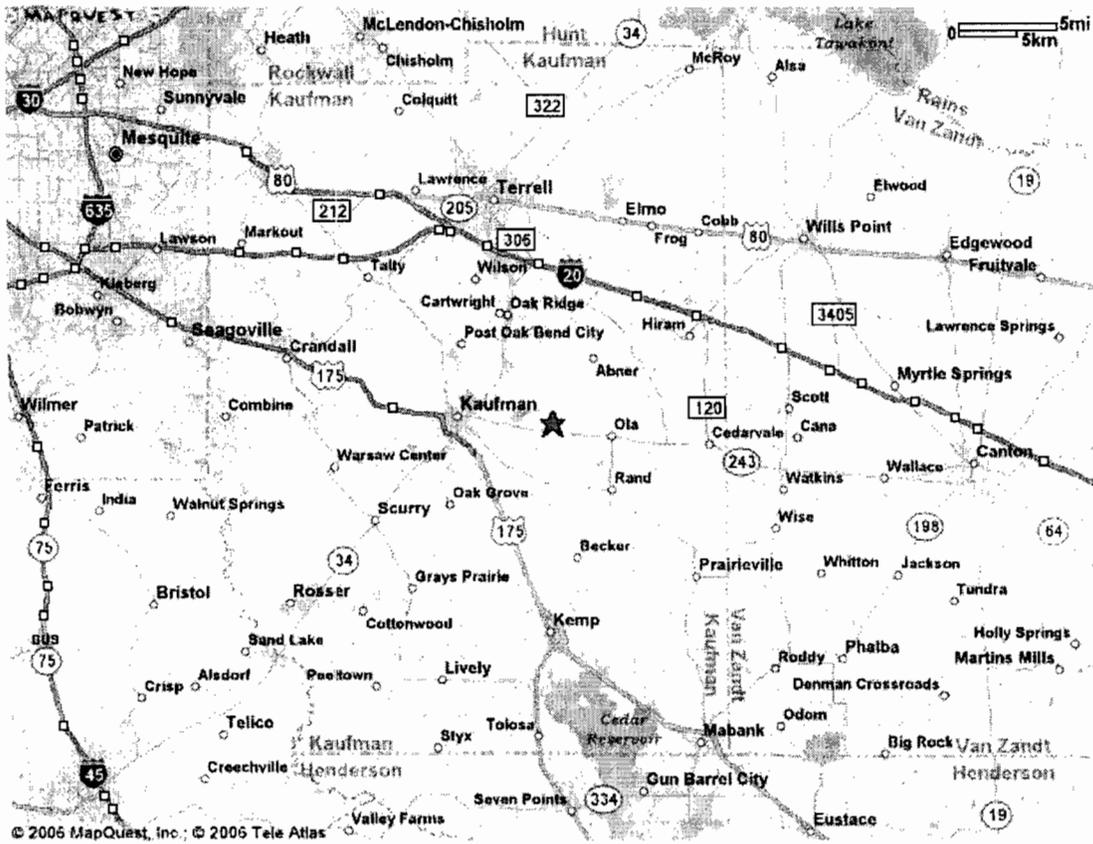
Potential Purchaser's Name and Address

Potential Purchaser Contact Person

Telephone Number of Potential Purchaser Contact Person

Assisting Party's Company Name and Address
(Complete if applicable and different than Potential Purchaser)

Telephone Number of Assisting Party's Company
(Complete if applicable and different than Potential Purchaser Contact Person's telephone number)



Statement Of Account

Issue Date : 03/29/2006

This is a statement of taxes paid and due as of
03/29/2006 based upon the tax records of the Kaufman
County Tax Office.

This document is not a tax certificate and does not
absolve a taxpayer from tax liability in any way.
Should this document be found to be in error, it may be
corrected by the collection office. Responsibility to
pay taxes remains with the taxpayer as outlined in the
Texas Property Tax Code.

Property Information	Owner Information
Property ID : R68674	Owner ID : 119599
Cross Ref : S3324005200	FEDERAL DEPOSIT INSURANCE CORPORAT
SILVERADO ESTATES LOT 26, Acres: 1.5700	ATTN: ORE TAX UNIT
Situs Addr : 0 SILVERADO LOOP	1910 PACIFIC AVE STE 1400
	DALLAS, TX 75201
Value Information	
Land HS : \$0	
Land NHS : \$18,840	
Imp HS : \$0	
Imp NHS : \$0	
Ag Mkt : \$0	
Ag Use : \$0	
Appraised : \$18,840	
HS Cap Adj : \$0	
Assessed : \$18,840	

Bills Summary

UNPAID BILLS SUMMARY

Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due
FD1.90.23467	0.030000	6.78	13.15	2.99	22.92
FD1.91.21937	N/A	3.77	6.86	1.59	12.22
FD1.92.24223	0.030000	1.64	2.79	0.66	5.09
FD1.93.43116	0.030000	1.64	2.59	0.63	4.86
FD1.94.8729	0.030000	2.54	3.71	0.94	7.19
FD1.95.34437	0.030000	1.64	2.20	0.58	4.42
FD1.96.34774	0.030000	1.64	2.00	0.55	4.19
FD1.97.34986	0.030000	1.64	1.80	0.52	3.96
FD1.98.37586	0.030000	1.64	1.61	0.49	3.74
FD1.99.36909	0.030000	2.83	2.43	0.79	6.05
FD1.00.13009	0.030000	2.83	2.09	0.74	5.66
FD1.01.13549	0.030000	4.71	2.92	1.14	8.77
FD1.02.40361	0.030000	4.71	2.36	1.06	8.13
FD1.03.41545	0.030000	4.71	1.79	1.30	7.80
FD1.04.22515	0.030000	4.71	1.22	1.19	7.12
FD1.05.23443	0.030000	5.65	0.51	0.00	6.16
GKF.90.23467	0.269500	60.91	118.17	26.86	205.94
GKF.91.21937	0.293200	36.83	67.03	15.58	119.44
GKF.92.24223	0.329140	17.98	30.56	7.28	55.82
GKF.93.43116	0.358350	19.58	30.94	7.58	58.10
GKF.94.8729	0.343400	30.82	45.00	11.37	87.19
GKF.95.34437	0.357300	19.51	26.14	6.85	52.50
GKF.96.34774	0.360720	19.70	24.03	6.56	50.29
GKF.97.34986	0.367750	20.08	22.09	6.33	48.50
GKF.98.37586	0.371000	20.26	19.85	6.02	46.13
GKF.99.36909	0.370500	34.90	30.01	9.74	74.65
GKF.00.13009	0.350500	33.02	24.43	8.62	66.07

***** TAX ITEMS CONTINUED ON NEXT PAGE *****

Statement Of Account

Issue Date : 03/29/2006

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County Tax Office.

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Cross Ref : S3324005200	FEDERAL DEPOSIT INSURANCE CORPRAT
SILVERADO ESTATES LOT 26, Acres: 1.5700	ATTN: ORE TAX UNIT
Situs Addr : 0 SILVERADO LOOP	1910 PACIFIC AVE STE 1400
	DALLAS, TX 75201
Value Information	
Land HS : \$0	
Land NHS : \$18,840	
Imp HS : \$0	
Imp NHS : \$0	
Ag Mkt : \$0	
Ag Use : \$0	
Appraised : \$18,840	
HS Cap Adj : \$0	
Assessed : \$18,840	

Bills Summary

UNPAID BILLS SUMMARY					
Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due
GKF.01.13549	0.365240	57.34	35.55	13.93	106.82
GKF.02.40361	0.485592	76.24	38.13	17.16	131.53
GKF.03.41545	0.519300	81.53	30.98	22.50	135.01
GKF.04.22515	0.472700	74.21	19.29	18.70	112.20
GKF.05.23443	0.472700	89.06	8.02	0.00	97.08
JAL.90.23467	0.026800	6.03	11.70	2.66	20.39
JAL.91.21937	0.027230	3.42	6.22	1.45	11.09
JAL.92.24223	0.017410	0.95	1.62	0.39	2.96
JAL.93.43116	0.003000	0.16	0.25	0.06	0.47
JTV.90.23467	0.061500	13.90	26.97	6.13	47.00
JTV.91.21937	0.061500	7.72	14.05	3.27	25.04
JTV.92.24223	0.061500	3.36	5.72	1.36	10.44
JTV.93.43116	0.061500	3.36	5.31	1.30	9.97
JTV.94.8729	0.061500	5.20	7.60	1.92	14.72
JTV.95.34437	0.061500	3.36	4.51	1.18	9.05
JTV.96.34774	0.061500	3.36	4.10	1.12	8.58
JTV.97.34986	0.061500	3.36	3.70	1.06	8.12
JTV.98.37586	0.061500	3.36	3.29	1.00	7.65
JTV.99.36909	0.064000	6.03	5.19	1.68	12.90
JTV.00.13009	0.062000	5.84	4.32	1.52	11.68
JTV.01.13549	0.061500	9.66	5.99	2.35	18.00
JTV.02.40361	0.061500	9.66	4.83	2.17	16.66
JTV.03.41545	0.061500	9.66	3.67	2.67	16.00
JTV.04.22515	0.061500	9.66	2.51	2.43	14.60
JTV.05.23443	0.064000	12.06	1.09	0.00	13.15
RDB.90.23467	0.076050	17.18	33.33	7.58	58.09
RDB.91.21937	0.077740	9.76	17.76	4.13	31.65

***** TAX ITEMS CONTINUED ON NEXT PAGE *****

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Property Information		Owner Information	
Property ID : R68674	Value Information	Owner ID : 119599	
Cross Ref : S3324005200	Land HS : \$0	FEDERAL DEPOSIT INSURANCE CORPORAT	
SILVERADO ESTATES LOT 26, Acres: 1.5700	Land NHS : \$18,840	ATTN: ORE TAX UNIT	
	Imp HS : \$0	1910 PACIFIC AVE STE 1400	
	Imp NHS : \$0	DALLAS, TX 75201	
Situs Addr : 0 SILVERADO LOOP	Ag Mkt : \$0		
	Ag Use : \$0		
	Appraised : \$18,840		
	HS Cap Adj : \$0		
	Assessed : \$18,840		

Bills Summary

UNPAID BILLS SUMMARY					
Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due
RDB.92.24223	0.071950	3.93	6.68	1.59	12.20
RDB.93.43116	0.077280	4.22	6.67	1.63	12.52
RDB.94.8729	0.078570	6.65	9.71	2.45	18.81
RDB.95.34437	0.086000	4.70	6.30	1.65	12.65
RDB.96.34774	0.090950	4.97	6.06	1.65	12.68
RDB.97.34986	0.094250	5.15	5.67	1.62	12.44
RDB.98.37586	0.103990	5.68	5.57	1.69	12.94
RDB.99.36909	0.114000	10.74	9.24	3.00	22.98
RDB.00.13009	0.114000	10.74	7.95	2.80	21.49
RDB.01.13549	0.109290	17.16	10.64	4.17	31.97
RDB.02.40361	0.070000	10.99	5.50	2.47	18.96
RDB.03.41545	0.070000	10.99	4.18	3.03	18.20
RDB.04.22515	0.070000	10.99	2.86	2.77	16.62
RDB.05.23443	0.065000	12.25	1.10	0.00	13.35
SKF.89.23466	N/A	198.90	409.73	91.29	699.92
SKF.90.23467	1.054000	238.23	462.17	105.06	805.46
SKF.91.21937	0.349300	151.65	276.00	64.15	491.80
SKF.92.24223	0.345280	70.26	119.44	28.46	218.16
SKF.93.43116	1.369000	74.80	118.18	28.95	221.93
SKF.94.8729	1.489000	125.97	183.92	46.48	356.37
SKF.95.34437	1.489000	81.30	108.94	28.54	218.78
SKF.96.34774	1.519000	82.94	101.18	27.62	211.74
SKF.97.34986	1.462500	79.85	87.84	25.15	192.84
SKF.98.37586	1.462500	79.85	78.25	23.72	181.82
SKF.99.36909	1.414900	133.28	114.62	37.19	285.09
SKF.00.13009	1.430000	134.71	99.68	35.16	269.55
SKF.01.13549	1.490000	233.93	145.04	56.85	435.82

***** TAX ITEMS CONTINUED ON NEXT PAGE *****

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Property Information	Value Information	Owner Information
Property ID : R68674	Land HS : \$0	Owner ID : 119599
Cross Ref : S3324005200	Land NHS : \$18,840	FEDERAL DEPOSIT INSURANCE CORPORAT
SILVERADO ESTATES LOT 26, Acres: 1.5700	Imp HS : \$0	ATTN: ORE TAX UNIT
Situs Addr : 0 SILVERADO LOOP	Imp NHS : \$0	1910 PACIFIC AVE STE 1400
	Ag Mkt : \$0	DALLAS, TX 75201
	Ag Use : \$0	
	Appraised : \$18,840	
	HS Cap Adj : \$0	
	Assessed : \$18,840	

Bills Summary

UNPAID BILLS SUMMARY

Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due
SKF.02.40361	1.720000	270.04	135.03	60.76	465.83
SKF.03.41545	1.720000	270.04	102.62	74.53	447.19
SKF.04.22515	1.720000	270.04	70.21	68.05	408.30
SKF.05.23443	1.720000	324.05	29.16	0.00	353.21
Total Due on Unpaid Bills:					\$8,435.38
Total Due for Property if Paid Before 04/01/2006:					\$8,435.38

Statement Of Account

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corrected by the collection office. Responsibility to
pay taxes remains with the taxpayer as outlined in the
Texas Property Tax Code.

Property Information		Value Information	Owner Information	
Property ID : R97915		Land HS : \$0	Owner ID : 119599	
Cross Ref : S3324009600		Land NHS : \$18,480	FEDERAL DEPOSIT INSURANCE CORPORAT	
SILVERADO ESTATES LOT 48, Acres: 1.5400		Imp HS : \$0	ATTN: ORE TAX UNIT	
Situs Addr : 0 SILVERADO LOOP		Imp NHS : \$0	1910 PACIFIC AVE STE 1400	
		Ag Mkt : \$0	DALLAS, TX 75201	
		Ag Use : \$0		
		Appraised : \$18,480		
		HS Cap Adj : \$0		
		Assessed : \$18,480		

Bills Summary

UNPAID BILLS SUMMARY					
Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due
FD1.90.23484	0.030000	3.70	7.18	1.63	12.51
FD1.91.21942	N/A	3.70	6.73	1.56	11.99
FD1.92.24228	0.030000	1.61	2.74	0.65	5.00
FD1.93.43121	0.030000	1.61	2.54	0.62	4.77
FD1.94.38772	0.030000	1.61	2.35	0.59	4.55
FD1.95.34442	0.030000	1.61	2.16	0.57	4.34
FD1.96.34775	0.030000	1.61	1.96	0.54	4.11
FD1.97.34987	0.030000	1.61	1.77	0.51	3.89
FD1.98.37587	0.030000	1.61	1.58	0.48	3.67
FD1.99.36910	0.030000	2.77	2.38	0.77	5.92
FD1.00.34808	0.030000	2.77	2.05	0.72	5.54
FD1.01.36234	0.030000	4.62	2.86	1.12	8.60
FD1.02.40362	0.030000	4.62	2.31	1.04	7.97
FD1.03.41546	0.030000	4.62	1.76	1.28	7.66
FD1.04.22516	0.030000	4.62	1.20	1.16	6.98
FD1.05.23444	0.030000	5.54	0.50	0.00	6.04
GKF.89.23483	N/A	26.36	54.30	12.10	92.76
GKF.90.23484	0.269500	33.20	64.41	14.64	112.25
GKF.91.21942	0.293210	36.12	65.74	15.28	117.14
GKF.92.24228	0.329140	17.64	29.99	7.14	54.77
GKF.93.43121	0.358350	19.20	30.34	7.43	56.97
GKF.94.38772	0.343400	19.53	28.52	7.21	55.26
GKF.95.34442	0.357300	19.15	25.66	6.72	51.53
GKF.96.34775	0.360720	19.33	23.58	6.44	49.35
GKF.97.34987	0.367750	19.71	21.68	6.21	47.60
GKF.98.37587	0.371000	19.89	19.49	5.91	45.29
GKF.99.36910	0.370500	34.23	29.44	9.55	73.22

***** TAX ITEMS CONTINUED ON NEXT PAGE *****

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Property Information	Owner Information
Property ID : R97915	Owner ID : 119599
Cross Ref : S3324009600	FEDERAL DEPOSIT INSURANCE CORPORAT
SILVERADO ESTATES LOT 48, Acres: 1.5400	ATTN: ORE TAX UNIT
Situs Addr : 0 SILVERADO LOOP	1910 PACIFIC AVE STE 1400
	DALLAS, TX 75201
Value Information	
Land HS : \$0	
Land NHS : \$18,480	
Imp HS : \$0	
Imp NHS : \$0	
Ag Mkt : \$0	
Ag Use : \$0	
Appraised : \$18,480	
HS Cap Adj : \$0	
Assessed : \$18,480	

Bills Summary

UNPAID BILLS SUMMARY					
Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due
GKF.00.34808	0.350500	32.39	23.97	8.45	64.81
GKF.01.36234	0.365240	56.25	34.88	13.67	104.80
GKF.02.40362	0.485592	74.78	37.39	16.83	129.00
GKF.03.41546	0.519300	79.97	30.39	22.07	132.43
GKF.04.22516	0.472700	72.80	18.93	18.35	110.08
GKF.05.23444	0.472700	87.36	7.87	0.00	95.23
JAL.89.23483	N/A	3.49	7.19	1.60	12.28
JAL.90.23484	0.026800	3.29	6.38	1.45	11.12
JAL.91.21942	0.027230	3.35	6.10	1.42	10.87
JAL.92.24228	0.017410	0.93	1.58	0.38	2.89
JAL.93.43121	0.003000	0.16	0.25	0.06	0.47
JTV.89.23483	N/A	7.58	15.61	3.48	26.67
JTV.90.23484	0.061500	7.58	14.71	3.34	25.63
JTV.91.21942	0.061500	7.58	13.79	3.21	24.58
JTV.92.24228	0.061500	3.30	5.61	1.34	10.25
JTV.93.43121	0.061500	3.30	5.22	1.28	9.80
JTV.94.38772	0.061500	3.30	4.82	1.22	9.34
JTV.95.34442	0.061500	3.30	4.42	1.16	8.88
JTV.96.34775	0.061500	3.30	4.03	1.10	8.43
JTV.97.34987	0.061500	3.30	3.63	1.04	7.97
JTV.98.37587	0.061500	3.30	3.23	0.98	7.51
JTV.99.36910	0.064000	5.91	5.08	1.65	12.64
JTV.00.34808	0.062000	5.73	4.24	1.50	11.47
JTV.01.36234	0.061500	9.47	5.87	2.30	17.64
JTV.02.40362	0.061500	9.47	4.74	2.13	16.34
JTV.03.41546	0.061500	9.47	3.60	2.61	15.68
JTV.04.22516	0.061500	9.47	2.46	2.39	14.32

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Texas Property Tax Code.

Property Information	Value Information	Owner Information
Property ID : R97915	Land HS : \$0	Owner ID : 119599
Cross Ref : S3324009600	Land NHS : \$18,480	FEDERAL DEPOSIT INSURANCE CORPORAT
SILVERADO ESTATES LOT 48, Acres: 1.5400	Imp HS : \$0	ATTN: ORE TAX UNIT
Situs Addr : 0 SILVERADO LOOP	Imp NHS : \$0	1910 PACIFIC AVE STE 1400
	Ag Mkt : \$0	DALLAS, TX 75201
	Ag Use : \$0	
	Appraised : \$18,480	
	HS Cap Adj : \$0	
	Assessed : \$18,480	

Bills Summary

UNPAID BILLS SUMMARY						
Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due	
JTV.05.23444	0.064000	11.83	1.06	0.00	12.89	
RDB.89.23483	N/A	13.07	26.92	6.00	45.99	
RDB.90.23484	0.076050	9.36	18.16	4.13	31.65	
RDB.91.21942	0.077740	9.57	17.42	4.05	31.04	
RDB.92.24228	0.071950	3.86	6.56	1.56	11.98	
RDB.93.43121	0.077280	4.14	6.54	1.60	12.28	
RDB.94.38772	0.078570	4.21	6.15	1.55	11.91	
RDB.95.34442	0.086000	4.61	6.18	1.62	12.41	
RDB.96.34775	0.090950	4.87	5.94	1.62	12.43	
RDB.97.34987	0.094250	5.05	5.56	1.59	12.20	
RDB.98.37587	0.103990	5.57	5.46	1.65	12.68	
RDB.99.36910	0.114000	10.53	9.06	2.94	22.53	
RDB.00.34808	0.114000	10.53	7.79	2.75	21.07	
RDB.01.36234	0.109290	16.83	10.43	4.09	31.35	
RDB.02.40362	0.070000	10.78	5.39	2.43	18.60	
RDB.03.41546	0.070000	10.78	4.10	2.98	17.86	
RDB.04.22516	0.070000	10.78	2.80	2.72	16.30	
RDB.05.23444	0.065000	12.01	1.08	0.00	13.09	
SKF.89.23483	N/A	108.42	223.35	49.77	381.54	
SKF.90.23484	1.054000	129.85	251.91	57.26	439.02	
SKF.91.21942	0.349300	148.75	270.73	62.92	482.40	
SKF.92.24228	0.345280	68.90	117.13	27.90	213.93	
SKF.93.43121	1.369000	73.36	115.91	28.39	217.66	
SKF.94.38772	1.489000	79.81	116.52	29.45	225.78	
SKF.95.34442	1.489000	79.81	106.95	28.01	214.77	
SKF.96.34775	1.519000	81.42	99.34	27.11	207.87	
SKF.97.34987	1.462500	78.39	86.23	24.69	189.31	

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Property ID : R97915			Owner ID : 119599
Cross Ref : S3324009600		Land HS : \$0	FEDERAL DEPOSIT INSURANCE CORPORAT
SILVERADO ESTATES LOT 48, Acres: 1.5400		Land NHS : \$18,480	ATTN: ORE TAX UNIT
Situs Addr : 0 SILVERADO LOCP		Imp HS : \$0	1910 PACIFIC AVE STE 1400
		Imp NHS : \$0	DALLAS, TX 75201
		Ag Mkt : \$0	
		Ag Use : \$0	
		Appraised : \$18,480	
		HS Cap Adj : \$0	
		Assessed : \$18,480	

Bills Summary

UNPAID BILLS SUMMARY					
Bill ID	Rate	Tax Due	Pen & Int	Att Fee	Amt Due
SKF.98.37587	1.462500	78.39	76.82	23.28	178.49
SKF.99.36910	1.414900	130.74	112.44	36.48	279.66
SKF.00.34808	1.430000	132.13	97.78	34.49	264.40
SKF.01.36234	1.490000	229.46	142.27	55.76	427.49
SKF.02.40362	1.720000	264.88	132.45	59.60	456.93
SKF.03.41546	1.720000	264.88	100.65	73.11	438.64
SKF.04.22516	1.720000	264.88	68.87	66.75	400.50
SKF.05.23444	1.720000	317.86	28.61	0.00	346.47
Total Due on Unpaid Bills:					\$7,473.93
Total Due for Property if Paid Before 04/01/2006:					\$7,473.93



INDUSTRY CONSULTING GROUP, INC.

712 Eighth Street • Suite 200 • P.O. Box 8265 • Wichita Falls, Texas 76307
Email: ICG@icgtax.com • Web-site: www.icgtax.com
Tel: (940) 322-5055 • Fax: (940) 322-5742

August 30, 2002

Ted Greensage
FDIC
1910 Pacific Avenue – Suite 1400
Dallas, Texas 75201

Dear Ted:

We are enclosing a completed title commitment identified as follows:

Assignment#	023 (Category B)
FDIC#	Unknown
Asset name:	Silverado Estates, Lots 26 and 48
Location:	Kaufman, Kaufman County, Texas
Tax or Parcel#	S3324-0096-00 & S3324-0052-00
ICG Track #	23-16-354285

This commitment is part of the Category B Research. The Title is vested in **Liberty National Bank**, for whom FDIC is the receiver.

Sincerely,

John J. Warmuth
ICG Houston Office
(281) 531-8421
jwarmuth@icgtax.com

Title Service provided by:
Ranger Title Company
409 North McGraw Street
Forney, Texas 75126
James Bowen
(972) 564-2274

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

GF No. PK34447; 354285

Property Type: R

County Code: 257

Effective Date: August 20, 2002

Commitment Issued: August 28, 2002, at 7:30 o'clock am.

1. The policy or policies to be issued:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount \$
PROPOSED INSURED:

- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE-ONE TO FOUR FAMILY RESIDENCES
(Form T-1R)

Policy Amount \$
PROPOSED INSURED:

- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount \$50,000.00
Proposed Insured: FDIC
Proposed Borrower: NOT provided.

- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount \$
Proposed Insured
Proposed Borrower

- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount \$
Proposed Insured:
Proposed Borrower:

- (f) OTHER:

Policy Amount \$
Proposed Insured:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Liberty National Bank

4. Legal description of the land:

Lots 26 and 48, SILVERADO ESTATES, Kaufman County, according to the Plat recorded in Cabinet 1, Page 703, Plat Records of Kaufman County, Texas.

Countersigned at: Forney, Texas
RANGER TITLE CO.

Authorized Countersignature

This commitment is invalid unless
the insuring provisions and Schedules
A, B, C are attached.

FIRST-AMERICAN TITLE INSURANCE COMPANY

— COMMITMENT FOR TITLE INSURANCE —

G.F. No. PK34447; 354285

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below, (We must either insert specific recording data or delete this exception):
Volume 840, Page 151; Volume 887, Page 530, and Volume 938, Page 177, Real Property Records, Kaufman County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only.)
4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities.
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2002, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgage Policy of Title Insurance (T-2R) is issued, that policy will substitute "which will become due and payable subsequent to Date of Policy" in lie of "for the year 2002 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy only.)

This commitment is invalid unless
the insuring provisions and Schedules
A, B, C are attached.

FIRST AMERICAN TITLE INSURANCE COMPANY

— COMMITMENT FOR TITLE INSURANCE —

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

SEE CONTINUATION PAGE

This commitment is invalid unless
the insuring provisions and Schedules
A, B, C are attached.

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

G.F. No. PK34447; 354285
(Continued)

SCHEDULE B

- a. Easement dated February 2, 1940 from Festus Priddy to Kaufman County Electric Cooperative, recorded in Volume 269, Page 34, Deed Records, Kaufman County, Texas.
- b. Easement dated May 15, 1945 from Festus Priddy and wife, Lee Priddy to American Telephone and Telegraph Co., recorded in Volume 291, Page 407, Deed Records, Kaufman County, Texas.
- c. Easement dated July 30, 1976 from J. W. Wilkerson to Becker-Tiba Water Supply Corporation, recorded in Volume 621, Page 850, Deed Records, Kaufman County, Texas.
- d. Easement dated March 16, 1976 from J. W. Wilkerson to College Mound Water Supply Corporation, recorded in Volume 621, Page 860, Deed Records, Kaufman County, Texas.
- e. Easements, building lines and that portion of subject property that lies within right of way of Silverado Loop as shown on plat recorded in Cabinet 1, Envelope 703, Plat Records, Kaufman County, Texas.
- f. Mineral reservation by Union Central Life Insurance Company in deed dated November 14, 1939 to Festus Priddy, recorded in Volume 263, Page 517, Deed Records, Kaufman County, Texas. Title to said interest not followed subsequent to date of aforesaid instrument.

Item 3(b) of the T-19 Endorsement to be issued with the referenced T-2 Mortgagee Policy of Title Insurance is hereby deleted, as to this exception only.

- g. Mineral reservation by J.W. Wilkerson in deed dated December 31, 1980 to Robert Harrell, recorded in Volume 690, Page 142, Deed Records, Kaufman County, Texas. Title to said interest not followed subsequent to date of aforesaid instrument.

Item 3(b) of the T-19 Endorsement to be issued with the referenced T-2 Mortgagee Policy of Title Insurance is hereby deleted, as to this exception only.

- h. Mineral Deed dated May 23, 1986 from Silverado Estates to Jim Bausch, recorded in Volume 854, Page 349, Real Property Records, Kaufman County, Texas. Title to said interest not followed subsequent to date of aforesaid instrument.

Item 3(b) of the T-19 Endorsement to be issued with the referenced T-2 Mortgagee Policy of Title Insurance is hereby deleted, as to this exception only.

This commitment is invalid unless
the insuring provisions and Schedules
A, B, C are attached.

Countersigned at: Poreney, Texas
RANGER TITLE CO.

Authorized Countersignature

FIRST AMERICAN TITLE INSURANCE COMPANY

— COMMITMENT FOR TITLE INSURANCE —

G.F. No. PK34447; 354285

SCHEDULE C

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the policy is issued;

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - * no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - * all standby fees, taxes, assessments and charges against the property have been paid,
 - * all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property.
 - * there is legal right of access to and from the land,
 - * (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this commitment.
5. NOTE TO ALL BUYERS, LENDERS AND ALL PARTIES HAVING A VESTED INTEREST IN THE TRANSACTION COVERED BY THIS COMMITMENT. The following constitutes a major change in the procedures and requirements for disbursements of funds by the Title Agent. The State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. "Good Funds" is defined as: (1) Cash or Wire Transfers; (2) Certified Checks, Cashier's Checks and Teller's Checks as further described in Definition "G" of this Rule; (3) Uncertified funds in amounts less than \$1,500.00, including Checks, Travelers Checks, Money Orders and Negotiable Orders of Withdrawal; Provided multiple items shall not be used to avoid the \$1,500.00 limitation; (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and other items when collected by the Financial Institution; (5) State of Texas Warrants; (6) United States Treasury Checks; (7) Checks drawn on a Bank or Savings and Loan Association insured by the FDIC or FSLIC and for which a Transaction Code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement; and (8) Checks by the City and County Governments located in the State of Texas.

(SEE CONTINUATION PAGE)

This commitment is invalid unless
the insuring provisions and Schedules
A, B, C are attached.

FIRST AMERICAN TITLE INSURANCE COMPANY

— COMMITMENT FOR TITLE INSURANCE —

G.F. No. PK34447; 354285
(Continued)

SCHEDULE C

6. Require Affidavit of Debts and Liens.
7. If a Mortgagee Policy of Title Insurance (T-2) is to be issued insuring a lien against the property, Company requires satisfactory evidence that the property does not constitute the borrower's homestead. Said evidence must include a fully executed and notarized designation of property owned and occupied as the borrower's present homestead and a disclaimer as to homestead rights in the property described in Schedule A, and Company may require: (i) the joinder of a disinterested third party in the making of such designation and disclaimer; and (ii) an independent inspection report evidencing the non-homestead nature of the property described in Schedule A. Upon receipt of same, Company reserves the right to make additional requirements and/or exceptions. If the property constitutes the borrower's homestead, Company requires:
1. The joinder of the borrower's spouse in the execution of the insured lien; and
 2. The insured lien must:
 - a. Secure an extension of credit pursuant to Subsection (a) (6) of 50, Article XVI, Texas Constitution ("home equity" lien); or
 - b. Secure an extension of credit pursuant to Subsection (a) (7) of 50, Article XVI, Texas Constitution ("reverse mortgage"); or
 - c. Secure funds advanced to refinance a prior existing lien or liens against the homestead described by any subsection under Subsections (a) (1) - (a) (5) of 50, Article XVI, Texas Constitution. Additionally, the amount of the loan secured by the insured lien must be limited to the present unpaid balance of the prior existing lien(s), interest accrued thereon, and reasonable costs necessary to refinance such lien(s) as approved by the underwriting guidelines of Company.

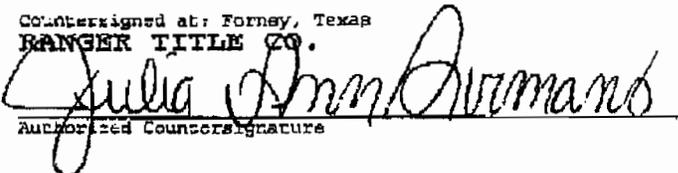
If a Mortgagee Policy of Title Insurance (T-2) is to be issued insuring a lien which secures an extension of credit made pursuant to Subsection (a) (6) of 50, Article XVI, Texas Constitution ("home equity" lien), Company must attach the Equity Loan Mortgage Endorsement (T-42 Endorsement) to said policy in accordance with Procedural Rule P-44. Company may attach the Supplemental Coverage Equity Mortgage Loan Endorsement (T-42.1 Endorsement) to said policy in accordance with Procedural Rule P-47. Pursuant to said Procedural Rules, Company reserves the right to delete any provision of the T-42 and/or T-42.1 Endorsement if required by the Procedural Rules, or if the Company determines the risk is not insurable. Rate Rule R-28 provides that a premium equal to 10% of the full Basic Premium Rate shall be charged for the T-42 Endorsement, and a premium equal to 15% of the full Basic Premium Rate shall be charged for the T-42.1 Endorsement.

NOTICE: Notwithstanding any provisions of the Closing Instructions or other written requirements, the title company is not making a determination of compliance with, nor providing information on the Texas constitutional requirements for creating a valid extension of credit lien [Sec. 50(a)(6)]. These determinations are the responsibility of the lender. The title policy to be issued will only cover those items specifically stated therein."

8. Pursuant to Procedural Rule P-2, as amended, to the Texas Title Insurance Basic Manual, the proposed borrower in a refinance transaction on residential real property shall be notified of the borrower's right to substitute a qualifying Affidavit in Lieu of an updated survey if the survey being relied upon is less than seven (7) years old.

This commitment is invalid unless
the insuring provisions and Schedules
A, B, C are attached.

Countersigned at: Forney, Texas
RANGER TITLE CO.


Authorized Countersignature

FIRST AMERICAN TITLE INSURANCE COMPANY

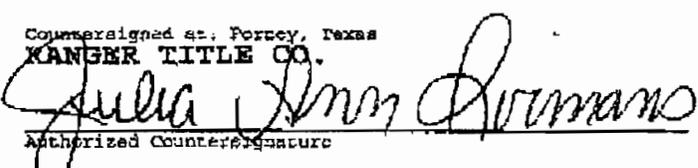
— COMMITMENT FOR TITLE INSURANCE —

9. Subject property appears to include a manufactured housing unit. If subject transaction is to include the manufactured housing unit, Company will require the following:
- a. Verification either by visual inspection or affidavit or surveyor's report, that the manufactured housing unit:
 - i. Has had the towing hitch, axles, and other parts of the chassis that operated exclusively during transportation removed; and
 - ii. Is permanently connected to utilities and a private (septic) or public sewage system; and
 - iii. has been installed on a permanent foundation.
 - b. Verification that there has been cancellation of the personal property title document with the Texas Department of Housing and Community Affairs by:
 - i. The original "document of title" (or the original "manufacturer's certificate" in the case of the first retail sale by the retailer to the consumer), being surrendered to the Department for cancellations, or, if not previously surrendered for cancellation, the legal description of the real property must be supplied to the Department when the original document of title is surrendered with the surrender and cancellation from the Department accomplished by: (i) an Affidavit of Disposition being completed and signed by both the seller and the purchaser, (ii) an Affidavit of Transaction being completed and signed by the purchaser as owner, and (iii) sending the two completed affidavits along with applicable fees and title document to be surrendered by registered or certified mail to the Department; or, if the document of title was previously surrendered, confirm that the Department records reflect that the title was canceled;
 - ii. For a manufactured housing unit affixed to the land after January 1 1996, obtain from the Department a Notice of Improvement Attachment and Certificate of Attachment to Real Estate, which should contain (i) the legal description of the real estate, (ii) the identification number of the manufactured housing unit; and, (iii), certification that the manufacturer's certificate of original document has been canceled. The Notice of Improvement Attachment and Certificate of Attachment to Real Estate should be filed in the Real Property Records.
 - iii. Verification that any security interest or lien noted on the document or title or manufacturer's certificate is released, including a UCC search showing no outstanding liens against the manufactured housing unit and no Deeds of Trust or Financing Statements against the manufactured housing unit.
 - iv. Verification that there are no tax liens:
 - (a) that the sales and use tax has been paid on newly manufactured housing units;
 - (b) that ad valorem taxes against the manufactured housing unit have been paid;
 - (c) and no Notice under 32.015 of the Texas Tax Code for local ad valorem taxes has been filed with the Department.

This commitment is invalid unless the insuring provisions and Schedules A, B, C are attached.

(Page 7)

Countersigned at: Forney, Texas
KANGER TITLE CO.


Authorized CounterSignature

FIRST AMERICAN TITLE INSURANCE COMPANY

— COMMITMENT FOR TITLE INSURANCE —

- c. Verification that ownership of the manufactured housing unit and the land are vested in the same party, that any Deed, Deed of Trust or Mechanic's Lien Contract used in these transactions contains a legal description of the land and the serial number of the manufactured housing unit, and if the manufactured housing unit has been previously sold, verify with the Department that the document of title which was previously canceled, has not been reinstated pursuant to 69.207(a) of the Manufactured Housing Rules and Regulations.

ADDITIONALLY:

If the proposed transaction involves the purchase of a manufactured housing unit which will be affixed to the real property which is the homestead of the borrower, Company requires the following:

- a. A Mechanic's Lien Contract must be executed by the party(ies) which will specify the contract amount necessary to purchase the improvements, and/or permanently affix the manufactured housing unit to the real estate. The Mechanic's Lien Contract must be filed of record prior to the commencement of any work or delivery of any materials. This requirement applies where the borrower already owns the land upon which the manufactured housing unit is to be installed; or
- b. The loan or credit documents pertaining to the manufactured housing unit must state or indicate that the lien against the manufactured housing unit; (i) is or is in the nature of a vendor's lien, (ii) is or is in the nature of a purchase money lien, or (iii) is or is in the nature of a retail installment lien.

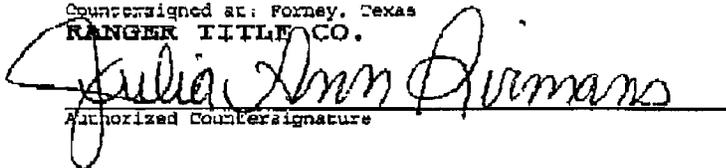
Upon a review of said documents, Company reserves the right to make additional requirements.

10. Unrecorded Contract for Deed dated April 12, 1986 by and between Silverado Estates, "Seller" and Thomas E. Sitton and Patsy S. Sitton, "Buyer" in the principal amount of \$16,000.00. Sellers interest therein subsequently conveyed to Liberty National Bank by Special Warranty Deed dated November 12, 1987 recorded in Volume 911, Page 795 and Assignment of Sellers Interest in Contract for Deed dated November 12, 1987 recorded in Volume 911, Page 820, Real Property Records, Kaufman County, Texas. Company requires Warranty Deed in consummation of said contract. In the alternative, Company requires satisfactory evidence of default and cancellation of said contract pursuant to Section 5.061 of the Texas Property Code. (As to Lot 26)
11. Unrecorded Contract for Deed dated January 15, 1987 by and between Silverado Estates, "Seller" and Jadie Rae Gumpert and wife, Martha June Gumpert, "Buyer" in the principal amount of \$18,000.00. Sellers interest therein subsequently conveyed to Liberty National Bank by Special Warranty Deed dated November 12, 1987 recorded in Volume 911, Page 795 and Assignment of Sellers Interest in Contract for Deed dated November 12, 1987 recorded in Volume 911, Page 820, Real Property Records, Kaufman County, Texas. Company requires Warranty Deed in consummation of said contract. In the alternative, Company requires satisfactory evidence of default and cancellation of said contract pursuant to Section 5.061 of the Texas Property Code. (As to Lot 48)
12. Financing Statement from Jadie R. Gumpert and Martha J. Gumpert to Metroplex Homes, Inc., filed March 30, 1987 recorded under Clerk's No. 200, Financing Statement Records, Kaufman County, Texas. (Affects mobile home on Lot 48.)

This commitment is invalid unless the insuring provisions and Schedules A, B, C are attached.

(Page 8)

Countersigned at: Forney, Texas
RANGER TITLE CO.


Authorized Countersignature

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

GF No. PK34447; 354285

SCHEDULE D

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of First American Title Insurance Company, a California corporation.

Directors: George L. Argyros, Gary J. Beban, Philip B. Branson, J. David Chatham, William G. Davis, James L. Doti, Lewis W. Douglas, Jr., Paul B. Fay, Jr., Donald P. Kennedy, Gary L. Kermott, Thomas A. Klemens, John W. Long, Herbert B. Tasker, Frank E. O'Bryan, James M. Orphanides, Roslyn E. Payne, D. Van Skilling and Virginia M. Ueberroth

Officers: Chairman of the Board: Parker S. Kennedy
Vice Chairman of the Board: Donald P. Kennedy
President: Gary Lewis Kermott
Vice President: Thomas A. Klemens
Vice President Secretary, Corporate Counsel: Mark R. Arnesen
Vice President, General Counsel: Timothy P. Sullivan
Vice President, Chief Financial Officer: Max O. Valdes
Regional Vice President: Tom E. Blackwell

First American Title Insurance Company is a wholly owned subsidiary of The First American Corporation, a public company.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

J. Harold Sewell, Chairman of the Board, Secretary, Treasurer & Director
James F. Bowen, Chairman Emeritus & Director
Craig S. Woodring, President & Director
Sherry Wortham, Executive V.P. & Director

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Table with 2 columns: Policy Type, Amount. Rows: Owners Policy (\$To Be Determined), Mortgagees Policy (\$), Endorsement Charges (\$), Total (\$)

Of this amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Table with 3 columns: Amount, To Whom, For Services. Rows: \$, \$

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, C are attached.

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

G.F. No. PK34447; 354285

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this Policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorney's fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

Signature

Date

This commitment is invalid unless
the insuring provisions and Schedules
A, B, C are attached.

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2281
Prepared by the State Bar of Texas for use by lawyers only.
Revised 10-85.
© 1985 by the State Bar of Texas.
SPECIAL WARRANTY DEED

394285
OHS
D&B

(1)

Date: November 12 1987

Grantor: Texas Acceptance Corporation

Grantor's Mailing Address (including county):
10301 N. Central Expressway
Dallas, Dallas County, Texas 75260

Grantee: Liberty National Bank

Grantee's Mailing Address (including county):
P.O. Box 670466
Dallas, Dallas County, Texas 75367-0466

Consideration:
Ten and No/100 Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

All those tract or parcels of land being Lots 6, 7, 8, 9, 11, 12, 14, 15, 17, 19,
21, 22, 25, 26, 27, 35, 36, 37, 38, 41, 42, 43, 48 and 51 of SILVERADO ESTATES,
an Addition in Kaufman County, Texas, according to the Plat thereof recorded
in Cabinet 1, Page 703, Plat Records of Kaufman County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All those certain reservations, covenants, easements and other title exceptions
which are specifically described in Exhibit "A" attached hereto and made
a part hereof for all purposes, but only to the extent that such exceptions
shown on Exhibit "A" are valid and existing and in fact affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells,
and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to
have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor
and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to
Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whatsoever lawfully
claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty,
by, through or under Grantor, but not otherwise.

STATE OF TEX
COUNTY OF

This instr
by

STATE OF TEX
COUNTY OF

This instr
by John Es.
of Texas A.
a Texas



AFTER RECOI

Liberty N:
P.O. Box 6
Dallas, D:

5
VOL. 0911 PAGE 796

Texas Acceptance Corporation

By: *John Eschberger*
John Eschberger, Vice President

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 _____
by _____

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 12th day of November, 19 87
by John Eschberger
of Texas Acceptance Corporation
a Texas corporation, on behalf of said corporation.



William F. Douglas
Notary Public, State of Texas
Notary's name (printed): WILLIAM F. DOUGLASS
Notary's commission expires: 7/3/89

AFTER RECORDING RETURN TO:

Liberty National Bank
P.O. Box 670466
Dallas, Dallas County, Texas 75367-0466

PREPARED IN THE LAW OFFICE OF:

Seeligson, Douglas, Falconer &
Vanden Eykel
One Galleria Tower, Suite 1555
13355 Noel Road
Dallas, Texas 75240

1. All visible and apparent easements on or across the property herein described.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Zoning laws and other restrictions, regulations, ordinances, and statutes of municipal or other governmental authorities applicable to and enforceable against the herein described property.
4. Any portion of the property herein described which falls within the boundaries of any road or roadway.
5. Rights of parties in possession.
6. Mineral Deed dated May 23, 1986 executed by Silverado Estates to Jim Bausch filed May 28, 1986 recorded in Volume 854, Page 349, Deed Records of Kaufman County, Texas.
7. Undivided 1/2 of all oil, gas and other minerals as shown in deed dated December 31, 1980 from J. W. Wilkerson to Robert Harrell recorded in Volume 690, Page 142, Deed Records of Kaufman County, Texas.
8. Reservation of an undivided 1/2 interest in all oil, gas and other minerals, together with all rights incident thereto, perpetual, participating unto the Grantor in Warranty Deed dated November 14, 1938, executed by Union Central Life Insurance Co. to Festus Priddy, recorded in Volume 263, Page 517, Deed Records of Kaufman County, Texas.
9. Easement dated February 2, 1940 by Festus Priddy to Kaufman County Electric Cooperative, Inc., recorded in Volume 269, Page 34, Deed Records of Kaufman County, Texas.
10. Right of Way dated May 15, 1945 by Festus Priddy and wife, Lee Priddy to American Telephone and Telegraph Co., recorded in Volume 291, Page 407, Deed Records of Kaufman County, Texas.
11. Easement dated July 30, 1976 by J. W. Wilkerson to Becker-Jiba Water Supply Corporation, recorded in Volume 621, Page 850, Deed Records of Kaufman County, Texas.
12. Easement dated March 16, 1976 by J. W. Wilkerson to Becker-Jiba Water Supply Corporation recorded in Volume 621, Page 860, Deed Records of Kaufman County, Texas.
13. Fifteen foot utility easement along the front of all lots per recorded plat.
14. Fifteen foot utility easement along the rear of lots 6, 7, 8, 9, 11, 12, 14, 17, 19, 21, 22, 25, 26, and 27 per recorded plat.
15. Fifteen foot utility easement along the northwest and northeast line of Lot 15 per recorded plat.
16. Five foot easement along both sides of all lots, save and except Lots 15 and 42, per recorded plat.
17. Five foot easement along the rear of lots 35, 36, 37, 38, 41, 42, 43, 48 and 51 per recorded plat.
18. Five foot easement along the southeast line of Lots 42 and 43 per recorded plat.
19. Fifteen foot utility easement along the northwest line of Lot 42 and 43 per recorded plat.
20. Five foot easement along the southwest and southeast line of Lot 15 per recorded plat.
21. Financing Statement executed by Charley J. Grant and Lela M. Grant, as debtors, and General Electric Credit Corp., as secured party, filed July 7, 1986 under File # 365, Financing Statement Records of Kaufman County, Texas. (Applies to Lot 5)
22. Financing Statement executed by Bernice Miller, as debtor, and Surtex Housing Corporation, as secured party, recorded in Volume 860, Page 465, Deed Records of Kaufman County, Texas, assigned to Green Tree Acceptance, Inc. in same instrument. (Applies to Lot 15)
23. Financing Statement executed by Jodie R. Gumpert and Martha J. Gumpert, as debtor, and Metroplex Homes, Inc., as secured party, filed March 31, 1987 under File # 200, Financing Statement Records of Kaufman County, Texas, assigned to CIT Financial Services in same instrument. (Applies to Lot 48)
24. Financing Statement executed by Alfred H. Goodrich and Lorry A. Goodrich, as debtors, and Alliance Homes, Inc., as secured party, filed September 28, 1987 under File # 785, Financing Statement Records of Kaufman County, Texas, assigned to All Valley Acceptance Company in same instrument. (Applies to Lot 6)
25. Contract for Deed dated August 7, 1987, between Silverado Estates and Alfred H. Goodrich and wife, Lorry A. Goodrich, securing the payment of \$16,500.00, payable to Silverado Estates as therein provided. (Applies to Lot 6)
26. Contract for Deed dated September 21, 1987, between Silverado Estates and Mike Slatton, securing the payment of \$11,800.00, payable to Silverado Estates, as therein provided. (Applies to Lot 7)
27. Contract for Deed dated May 20, 1986, between Silverado Estates and Mike Slatton, securing the payment of \$17,500.00, payable to Silverado Estates, as therein provided. (Applies to Lot 8)
28. Contract for Deed dated August 15, 1987, between Silverado Estates and Ruby Slade, securing the payment of \$16,500.00, payable to Silverado Estates, as therein provided. (Applies to Lot 9)
29. Contract for Deed dated August 24, 1987, between Silverado Estates and Linda D. Robinson and Albert D. Robinson, securing the payment of \$16,500.00, payable to Silverado Estates, as therein provided. (Applies to Lot 11)
30. Contract for Deed dated May 2, 1987, between Silverado Estates and Shirley Bunke, securing the payment of \$16,500.00, payable to Silverado Estates, as therein provided. (Applies to Lot 12)
31. Contract for Deed dated September 2, 1987, between Silverado Estates and Martin Osorio and Alexandra Brandt, securing the payment of \$18,000.00, payable to Silverado Estates, as therein provided. (Applies to Lot 14)
32. Contract for Deed dated May 9, 1988 between Silverado Estates and Patricia Miller, securing the payment of \$33,000.00, payable to Silverado Estates, as therein provided, recorded in Volume 860, Page 466, Deed Records of Kaufman County, Texas. (Applies to Lot 15)

Vol 0011 Page 820

24:ASI-1

11091

ASSIGNMENT OF SELLER'S INTEREST IN CONTRACT FOR DEED

Date: November 12, 1987

Contract for Deed

Date: January 15, 1987

Seller: Silverado Estates, a Texas general partnership
Buyer: Jodie Rae Gumpert and wife Martha June Gumpert

Property: Lot 48 of SILVERADO ESTATES, an Addition in Kaufman County, Texas, according to the Plat thereof recorded in Cabinet 1, Page 703, Plat Records of Kaufman County, Texas.

Assignor: Texas Acceptance Corporation

Assignor's Mailing Address: 10501 N. Central Expressway
Dallas, Dallas County, Texas 75230

Assignee: Liberty National Bank

Assignee's Mailing Address: P.O. Box 670466
Dallas, Dallas County, Texas 75267-0466

For valuable consideration Assignor has this date conveyed the Property described above to Assignee by Special Warranty Deed. For the same consideration Assignor assigns to Assignee all of Assignor's interest in the Contract for Deed, described above. Assignee agrees to be bound by and perform the Contract for Deed as the seller in it and to indemnify and hold Assignor harmless from loss, damage, and expense resulting from Assignee's breach of the Contract for Deed.

This Assignment shall bind and inure to the benefit of successor in interest of the parties.

When the context requires, singular nouns and pronouns include the plural.

ASSIGNOR:
Texas Acceptance Corporation

[Signature]
John Eschberger,
Vice President

ASSIGNEE:
Liberty National Bank

[Signature]
Joe E. Key,
Executive Vice President

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of November, 1987, by John Eschberger, Vice President of Texas Acceptance Corporation, a Texas corporation, for and on behalf of said corporation.



[Signature]
Notary Public, State of Texas

WILLIAM F. DOUGLASS
Printed Name of Notary
My Commission Expires: 7/3/87

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of November, 1987, by Joe E. Key, Executive Vice President of Liberty National Bank, a national banking association, for and on behalf of same.



[Signature]
Notary Public, State of Texas

WILLIAM F. DOUGLASS
Printed Name of Notary
My Commission Expires: 7/3/87

SILVERADO ESTATES RESTRICTIONS

1. The property shall be used for residential use only, and shall not be used for any commercial dairy or poultry business. Cattle, horses and sheep are limited to two head per acre. Swine are forbidden, except for show animals for school projects.
2. Adequate fences shall be erected and maintained so as to confine any livestock to the premises of their owner. No sheet metal fences will be allowed on the property.
3. Any structures erected on the property for the use of any animal shall be kept and maintained in such a manner that they do not become a nuisance to other property owners.
4. No dwelling or other building may be located within twenty feet of any property line. Stables or barns shall be at least seventy five feet from any dwelling on adjacent property.
5. Mobile homes are allowed on the property at a ratio of not more than one per one acre of land. This provision shall not restrict an owner from keeping a recreational vehicle on the property, provided that such vehicle is not used as a residence. All mobile homes must be underpinned and skirted within ninety days.
6. Tracts numbered 1 thru 14 and 28 thru 42 must be at least twenty four feet wide and contain at least 900 square feet of living space. Tracts numbered 15 thru 27 and 43 thru 52 must contain at least 800 square feet of living space.
7. There will be no outside toilets on the property and all sanitary arrangements must comply with all state and local health laws, ordinances and regulations. All septic tanks must be installed in accordance with Kaufman County, Texas Health Department Standards and must contain at least two 350 gallon tanks, or the equivalent thereof. There must be a minimum of 300 feet of lateral line with a minimum of 6 yards of rock per 100 feet of lateral line.
8. There will be no wrecked or junked cars kept on the property. All vehicles on the property must have current registration.
9. Invalidation of any one or more of these restrictions by judgment, court order, or otherwise, shall in no manner affect any of the other restrictions.
10. These restrictions shall run with the land and shall be binding upon all parties claiming under them.
11. Enforcement of these restrictions are enforceable by any landowner of the property and shall not necessarily be the sole responsibility of the Seller herein.

EXECUTED ON THE 19TH DAY OF JANUARY, 1986, BY JIM BAUSCH, MANAGING PARTNER OF OAK GROVE ASSOCIATES, OWNERS AND SELLERS OF SILVERADO ESTATES.

Jim Bausch
JIM BAUSCH

SUBSCRIBED TO BEFORE ME JIM BAUSCH ON
JANUARY 19, 1986
Debi Thomas
Notary Public, State of Texas
My Comm. Expires 08/22/88

I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED AND READ THE FOREGOING RESTRICTIONS FOR SILVERADO ESTATES AND AGREE THAT SUCH RESTRICTIONS WILL BE ADHERED TO.

BUYER

BUYER

WARRANTY FEE RECEIVED AT 1:27 O'CLOCK PM 1-20-86 BY JAMES E. GRANHAM
CLERK COUNTY COURT, KAUFMAN COUNTY TEXAS BY James E. Granham DEPUTY

WARRANTY

THE STATE OF TEXAS

COUNTY OF KAUFMAN

THAT CEDAR LAKE, INC.,

of the County of Kaufman
in consideration of the sum of \$

and other valuable consideration hereby acknowledged, and the execution and date hereof in this instrument is payable to the order of the attorney-in-fact, containing attorney's fees.

the payment of which note

of trust of even date herewith

have GRANTED, SOLD /

PERRY E. THOMAS and wife

mailing address is 1

of the County of Kaufman

property in Kaufman

All that cert.

Abstract No. 681

as shown by plat

of Kaufman County

SILVERADO ESTATES RESTRICTIONS

1. The property shall be used for residential use only, and shall not be used for any commercial dairy or poultry business. Cattle, horses and sheep are limited to two head per acre. Swine are forbidden, except for show animals for school projects.
2. Adequate fences shall be erected and maintained so as to confine any livestock to the premises of their owner. No sheet metal fences will be allowed on the property.
3. Any structure erected on the property for the use of any animal shall be kept and maintained in such a manner that they do not become a nuisance to other property owners.
4. No dwelling or other building may be located within twenty feet of any property line. Stables or barns shall be at least seventy five feet from any dwelling on adjacent property.
5. Mobile homes are allowed on the property at a ratio of not more than one per one acre of land. This provision shall not restrict an owner from keeping a recreational vehicle on the property, provided that such vehicle is not used as a residence. All mobile homes must be underpinned and skirted within ninety days.
6. Tracts numbered 1 thru 14 and 28 thru 42 must be at least twenty four feet wide and contain at least 900 square feet of living space. Tracts numbered 15 thru 27 and 43 thru 52 must contain at least 800 square feet of living space.
7. There will be no outside toilets on the property and all sanitary arrangements must comply with all state and local health laws, ordinances and regulations. All septic tanks must be installed in accordance with Kaufman County, Texas Health Department Standards and must contain at least two 350 gallon tanks, or the equivalent thereof. There must be a minimum of 300 feet of lateral line with a minimum of 6 yards of rock per 100 feet of lateral line.
8. There will be no wrecked or junked cars kept on the property. All vehicles on the property must have current registration.
9. Invalidation of any one or more of these restrictions by judgment, court order, or otherwise, shall in no manner affect any of the other restrictions.
10. These restrictions shall run with the land and shall be binding upon all parties claiming under them.
11. Enforcement of these restrictions are enforceable by any landowner of the property and shall not necessarily be the sole responsibility of the Seller herein.

EXECUTED ON THE 19TH DAY OF JANUARY, 1986, BY JIM BAUSCH, MANAGING PARTNER OF OAK GROVE ASSOCIATES, OWNERS AND SELLERS OF SILVERADO ESTATES.

Jim Bausch
JIM BAUSCH

SUBSCRIBED TO BEFORE ME JIM BAUSCH ON
JANUARY 19, 1986
Debi Homer
DEBI HOMER
Notary Public, State of Texas
Kaufman County
My Comm. Expires Feb. 22, 1988

I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED AND READ THE FOREGOING RESTRICTIONS FOR SILVERADO ESTATES AND AGREE THAT SUCH RESTRICTIONS WILL BE ADHERED TO.

BUYER

BUYER

FILED FOR RECORD AT 1:27 O'CLOCK P.M. 1-20-86 JAMES K. GRAYSON

PROPOSED RESTRICTIONS

SILVERADO ESTATES RESTRICTIONS

2198

1. The property shall be used for residential use only, and shall not be used for any commercial dairy or poultry business. Cattle, horses and sheep are limited to two head per acre. Swine are forbidden, except for show animals for school projects.
2. Adequate fences shall be created and maintained so as to confine any livestock to the premises of their owner. No sheet metal fences will be allowed on the property.
3. Any structure erected on the property for the use of any animal shall be kept and maintained in such a manner that they do not become a nuisance to other property owners.
4. No dwelling or other building may be located within twenty feet of any property line. Stables or barns shall be at least seventy five feet from any dwelling on adjacent property.
5. Mobile homes are allowed on the property at a ratio of not more than one per one acre of land. This provision shall not restrict an owner from keeping a recreational vehicle on the property, provided that such vehicle is not used as a residence. All mobile homes must be underpinned and skirted within ninety days.
6. Tracts numbered 1 thru 8 and 28 thru 36 must be at least twenty four feet wide and contain at least 900 square feet of living space, and Lot #52. Tracts numbered 9 thru 27 and 37 thru 51 must contain at least 800 square feet of living space.
7. There will be no outside toilets on the property and all sanitary arrangements must comply with all state and local health laws, ordinances and regulations. All septic tanks must be installed in accordance with Kaufman County, Texas Health Department Standards and must contain at least two 350 gallon tanks, or the equivalent thereof. There must be a minimum of 300 feet of lateral line with a minimum of 6 yards of rock per 100 feet of lateral line.
8. There will be no wrecked or junked cars kept on the property. All vehicles on the property must have current registration.
9. Invalidation of any one or more of these restrictions by judgment, court order, or otherwise, shall in no manner affect any of the other restrictions.
10. These restrictions shall run with the land and shall be binding upon all parties claiming under them.
11. Enforcement of these restrictions are enforceable by any landowner of the property and shall not necessarily be the sole responsibility of the Seller herein.

EXECUTED ON THE 19TH DAY OF JANUARY, 1986, BY JIM BAUSCH, MANAGING PARTNER OF OAK GROVE ASSOCIATES, OWNERS AND SELLERS OF SILVERADO ESTATES.

Jim Bausch

 JIM BAUSCH

I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED AND READ THE FOREGOING RESTRICTIONS FOR SILVERADO ESTATES AND AGREE THAT SUCH RESTRICTIONS WILL BE ADHERED TO.

BUYER

BUYER

FILED FOR RECORD AT 9:31 O'CLOCK P.M. 4-6-1987 JAMES K. GRAHAM
 COUNTY CLERK, KAUFMAN COUNTY, TEXAS BY *ma. Howard* DEPUTY

1. The property shall be used for residential use only, and shall not be used for any commercial, dining or public business, calling, tavern, bar, dance, or dancing to be held on the premises, Sunday or Wednesday, except for those activities for which provided.
2. Advertisements, signs, billboards, or other notices shall not be placed on the property.
3. Any structure erected on the property shall conform to all applicable codes and ordinances of the city and county and shall not be used for any other purpose than.
4. No building, structure, or other improvement shall be erected, placed, or placed on the property, or any portion thereof, which shall be a hazard to the health, safety or welfare of the neighborhood or adjacent property.
5. No vehicle shall be parked on the property at any time, except for the purpose of repair or maintenance. This provision shall not apply to a motor vehicle, a recreational vehicle on the property, provided that such vehicle is not used as a residence. All vehicles must be properly parked and stored within safety zones.
6. All overhead lines shall be at least 20 feet above the ground surface.
7. There shall be no outside toilets on the property and all sanitary and sewer disposal systems shall conform to all state and local health laws, ordinances and codes. All sanitary disposal lines must be installed in accordance with applicable city, county, state or federal health and safety codes and shall conform to the applicable code or the applicable standard. There shall be no systems of surface or lateral lines with a minimum of 10 years of service life for lines of lateral line.
8. There shall be no checked or junked cars, boats or other vehicles on the property, and all vehicles on the property must have current registration.
9. Imposition of any one or more of these restrictions by judgement, court order, or otherwise, shall in no manner affect any other restrictions.
10. These restrictions shall conform with all laws and shall be binding upon all persons occupying the premises.
11. Enforcement of these restrictions are enforceable by the applicable authority on the property and shall not necessarily be the sole responsibility of the seller.

ORIGINAL DIM

EXEMPTED FROM THE PROVISIONS OF THE REAL PROPERTY TAX ACT BY THE COMMISSIONERS OF THE LAND OFFICE OF THE STATE OF TEXAS.

James B. Smith
 JAMES B. SMITH, Notary Public
 My commission expires on _____ and is renewed by me on _____
John P. Hagan
 JOHN P. HAGAN, Notary Public

IN AND FOR THE STATE OF
 TEXAS COUNTY OF TARRANT BY _____
 TRUE ACKNOWLEDGE THIS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____
 AND AGREE THAT THIS WILL BE FORWARDED TO _____

BUYER _____
 SELLER _____

AFFIDAVIT

August 22, 1988

I, Jim Bausch, Managing Partner of Silverado Estates subdivision, do hereby certify that, on the date noted above, I did notify all owners of tracts situated in said subdivision, by Certified Mail, Return Receipt Requested, of the proposed restriction change and also of the scheduled hearing date of August 22, 1988, 10:00 AM., Kaufman County Commissioners Court.

SIGNED AND DELIVERED THIS 22nd DAY OF AUGUST, 1988.


JIM BAUSCH, MANAGING PARTNER
SILVERADO ESTATES

STATE OF TEXAS I
COUNTY OF KAUFMAN I



Before Me, the undersigned authority, on this day personally appeared JIM BAUSCH, who, being by me first duly sworn, stated that he has executed the foregoing for the purposes therein expressed.


MARK OTTERSON, NOTARY PUBLIC, KAUFMAN COUNTY, TEXAS
MY COMMISSION EXPIRES 8/5/92

CERTIFIED MAIL ARTICLE NUMBERS:

- | | |
|---|----------------------------------|
| P 756 464 876 - Lot 48-Gumpert | P 756 464 866-Lot 22-Julian |
| P 756 464 877 - Lot 50- Flores | P 756 464 864-Lot 21-Kirkpatrick |
| P 756 464 878-- Lot 51- Grant | |
| P 756 464 871 - Lots 36, 37, 38 | P 756 464 855-Lot 6-Goodrich |
| P 756 464 872 - Lot 40-Schrock, K. | P 756 464 858-Lot 11-Manz |
| P 756 464 873 - Lot 41-Schrock, R. | P 756 464 859-Lot 13-Drake |
| P 756 464 875-Lot 47-Castles | P 756 464 856-Lots 7, 8-Slatton |
| P 756 464 874-Lot 42-Kennedy | P 756 464 857-Lot 9-Slade |
| P 756 464 870-Lot 27-Mathney | P 756 464 867-Lot 24-Ortego |
| P 756 464 869-Lot 26-Sirton | P 756 464 860-Lot 13-Brandt |
| P 756 464 868-Lot 25-Rivera | P 756 464 861-Lot 15-Miller, P. |
| P 756 464 865-Lot 23-Rodgers | |
| P 756 464 862-Lot 16-Leatherwood | |
| P 756 464 863-Lots 17, 18, 19-Voglesong | |

THE LAND COMPANY

2311 S. WASHINGTON • KAUFMAN, TEXAS 75142
(214) 932-2104 METRO 287-2288

VOL 0938 PAGE 179



July 26, 1988

CERTIFIED RECEIPT # _____

RE: Proposed Restriction Change--Silverado Estates

Dear _____:

As developers of the subdivision known as Silverado Estates, we have contacted the Kaufman County Commissioners' Court and have requested the restrictions that cover the subdivision be amended as follows:

Current Restrictions:

#6--Tracts numbered 1 thru 8 and 28 thru 36 and #52 must be at least twenty four feet wide and contain at least 900 square feet of living space. Tracts numbered 9 thru 27 and 37 thru 51 must contain at least 800 square feet of living space.

Proposed Restriction Amendment:

#6--All dwellings must contain at least 800 square feet of living space.

A public hearing regarding this proposed restriction amendment is scheduled for 10:00 am, August 22, 1988, Commissioners Court, County Courtroom, Kaufman County Courthouse, Kaufman, TX.

If you have any questions regarding this matter, please call the office at 932-2104.

Best Regards,

Jim Bausch
Jim Bausch for Silverado Estates

JB:dh
cc: file

FILED FOR RECORD AT 3:27 O'CLOCK P.M. 8-22-1988 JAMES K. CRAMM
CLERK COUNTY COURT KAUFMAN COUNTY TEXAS, BY *Ma Howard* DEPUTY

7-2--ASSUMED NAME

THE STATE OF

COUNTY OF

THAT

Chapter 36, TH

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2. Registrant:

3. Names and:

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IN TEST

Q.A.C

SWORN

Instructions

1940.

W. M. Sherbit
Mrs. W. M. Sherbit

STATE OF TEXAS)
COUNTY OF KAUFMAN)

Before me, the undersigned authority, on this day personally appeared W. M. Sherbit, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office this the 4th day of March 1940.

Baten Yates

L.S.

Notary Public Kaufman County, Texas.

STATE OF TEXAS)
COUNTY OF KAUFMAN)

Before me, the undersigned authority, on this day personally appeared Mrs. W. M. Sherbit, wife of W. M. Sherbit, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband and having the same by me fully explained to her, she the said Mrs. W. M. Sherbit, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 4th day of March 1940.

Baten Yates

L.S.

Notary Public Kaufman County, Texas.

Filed for record May 31, 1940 at 11:45 A. M.

Recorded June 7, 1940 at 11:30 A. M.

TOM D. CHOATE, COUNTY CLERK of Kaufman County, Texas.

By J. H. Reasoner Deputy.

No. 1132
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Festus Priddy (hereinafter called the "grantor") and Lee Priddy, his wife, of the County of Kaufman, State of Texas, (the grantor and his wife being hereinafter collectively called the "grantor"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Kaufman County Electric Cooperative, Inc., a corporation, and to its successors or assigns, the right to enter upon the lands of the grantor situated in the County of Kaufman, State of Texas and described as follows: Being a part of the Susannah Dorsett Survey, beginning at a point 1170 varas North 45 East and 924 vrs. South 45 East from the West corner of said Dorsett Survey said point being the South corner of W. A. French Ranch; Thence North 45 East 743.56 varas to the West corner of a 100 acre tract; Thence South 45 East 1182 vrs; Thence South 45 West 137 vrs. with road;

269/34

Thence South 45 West 6 a to the South corner of 265.8 acre tract which this is a part;
Thence North 45 West 1278 yrs. to the place of beginning and containing 165.6 acres of land.
Line is to be built as staked.

and to place, construct, operate, repair, maintain, and replace thereon and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, including the right to cut and trim trees to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The grantor covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except:

And Lee Priddy, the wife of the grantor, hereby relinquishes and releases any right or interest she may have inconsistent with the right-of-way easement herein granted, including the right of dower, distributive share or homestead in the above described lands.

IN WITNESS WHEREOF, the grantors have set their hands and seals this 2nd day of February 1940.

Festus Priddy
Lee Priddy

STATE OF TEXAS)
COUNTY OF KAUFMAN)

Before me, the undersigned authority, on this day personally appeared Festus Priddy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of February 1940.

Baten Yates
Notary Public Kaufman County, Texas.

L.S.
STATE OF TEXAS)
COUNTY OF KAUFMAN)

Before me, the undersigned authority, on this day personally appeared Lee Priddy, wife of Festus Priddy, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband and having the same by me fully explained to her, she the said Lee Priddy, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 2nd day of February 1940.

Baten Yates
Notary Public Kaufman County, Texas.

L.S.

Filed for record May 31, 1940 at 11:45 A. M.
Recorded June 8, 1940 at 9:40 A. M.

269/35
TOM D. CHOATE, County Clerk of Kaufman County, Texas.
By Jodi R. [Signature] Deputy.

S. Bennett

VOL. 621 PAGE 850

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmer's Home Administration

6436

DEED OF EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that J. W. Wilkerson
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other
good and valuable consideration paid by Water Line & Meter Co.
hereinafter called Grantee, the receipt and sufficiency of which is hereby
acknowledged, does hereby grant, bargain, sell, transfer, and convey to said
Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, re-
pair, maintain, replace, and remove Water Line & Meter
over and across 1/2 acres of land, more particularly described in instru-
ment recorded in Vol. 313, Page 481, Deed Records, Kaufman
County, Texas, together with the right of ingress and egress over Grantors'
adjacent lands for the purpose for which the above mentioned rights are granted.
The easement hereby granted shall not exceed 15' in width, and Grantee is hereby
authorized to designate the course of the easement herein conveyed except that
when the pipe line is installed, the easement herein granted shall be limited
to a strip of land 15' in width the center line thereof being the pipe line so
installed.

The consideration recited herein shall constitute payment in full
for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in
a state of good repair and efficiency so that no unreasonable damages will
result from its use to Grantors' premises. This Agreement, together with
other provisions of this grant, shall constitute a covenant running with the
land for the benefit of the Grantee, its successors, and assigns. The Grantors
covenant that they are the owners of the above described lands and that said
lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument
this 30 day of July, 1972

J. W. Wilkerson
J. W. Wilkerson

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Kaufman

BEFORE ME, the undersigned, a Notary Public in and for said County and
State, on this day personally appeared J. W. Wilkerson

known to me to be the person(s) whose name(s) is (are) subscribed to the
foregoing instrument, and acknowledged to me that he (she) (they) executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 30 day of
July, 1972.

J. W. Wilkerson
(SEAL)

Netta Baldwin
Notary Public in and for
Kaufman County, Texas

FILED FOR RECORD AT 4:14 P.M. JULY 31 1972 JAMES K. GUNZES
CLERK COUNTY COURT, KAUFMAN COUNTY, TEXAS DEPUTY

Form FMA-Tx 442-9
(Rev. 8-28-71)

192 021 860 UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

6446

RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that J. W. Wilkerson
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other
good and valuable consideration paid by College Mechanical Supply Corp.
hereinafter called Grantee, the receipt and sufficiency of which is hereby
acknowledged, does hereby grant, bargain, sell, transfer, and convey to said
Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect,
repair, maintain, replace, and remove water distribution lines & meters
over and across 16.6 acres of land, more particularly described in instrument
recorded in Vol. 1172, Page 763, Deed Records, 1-24-71
County, Texas, together with the right of ingress and egress over Grantors'
adjacent lands for the purpose for which the above mentioned rights are granted.
The easement hereby granted shall not exceed 15' in width, and Grantee is
hereby authorized to designate the course of the easement herein conveyed
except that when the pipe line is installed, the easement herein granted shall
be limited to a strip of land 15' in width the center line thereof being the
pipe line as installed.

The consideration recited herein shall constitute payment in full
for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in
a state of good repair and efficiency so that no unreasonable damages will
result from its use to Grantors' premises. This Agreement, together with
other provisions of this grant, shall constitute a covenant running with the
land for the benefit of the Grantee, its successors, and assigns. The Grantors
covenant that they are the owners of the above described lands and that said
lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument
this 14 day of March, 1976.

J. W. Wilkerson

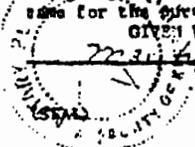
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Kaufman

BEFORE ME, the undersigned, a Notary Public in and for said County
and State, on this day personally appeared J. W. Wilkerson

known to me to be the person(s) whose name(s) is (are) subscribed to the
foregoing instrument, and acknowledged to me that he (she) (they) executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 14 day of
March, 1976.
Lawton M. Payne
Notary Public in and for
Kaufman County, Texas



FILED FOR RECORD APR 24 1976 JAMES L. GRAMM DEPUTY CLERK

Vol. 690 PAGE 142
The State of TEXAS,
County of KAUFMAN

57

Know All Men by These Presents:

That I, J. W. WILKERSON, a single man

of the County of Kaufman State of Texas for and in consideration
of the sum of TEN & NO/100 (\$10.00)

and other good and valuable consideration DOLLARS

to me paid, and secured to be paid, by ROBERT HARRELL

as follows:

CASH in the sum of TEN & NO/100 (\$10.00) DOLLARS, the receipt of which is hereby acknowledged as having been paid by the Grantee herein, and the further consideration of the execution and delivery by the Grantee herein of his one certain promissory note of even date herewith in the principal sum of EIGHTY FIVE THOUSAND & NO/100 (\$85,000.00) DOLLARS, payable to the order of J. W. WILKERSON and being due and payable in accordance with the terms and at the interest rate therein provided, and being secured by the Vendor's Lien herein retained, and being additionally secured by Deed of Trust of even date herewith, executed by the Grantee herein, conveying the hereinafter described lands and premises to J. E. Owens, Trustee, and for all of such above stated considerations, I

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

ROBERT HARRELL

of the County of Dallas State of Texas
All that certain lot, tract or parcel of land lying and being situated in the County of Kaufman, State of Texas, and described by metes and bounds as follows:

Being a part of 24829550 square vrs of land, patented to Susannah Dorsett on December 14, 1853, by Patent No. 728, Vol. 9, Abstract No. 120; BEGINNING at a point 1170 vrs. North 45 E and 924 vrs. S. 45 E. from the West corner of said Dorsett Survey; said point being the South corner of W. A. Franch Ranch;

THENCE N 45 deg. 743.56 vrs. to the West corner of a 100 acre tract;

THENCE S 45 E. 1182;

THENCE S 45 W. 137 vrs with road;

THENCE S 45 E. 96 vrs. with road;

THENCE S 45 W. 606 vrs. to the south corner of said 265.8 vrs tract, of which this is a part;

THENCE N. 45 W. 1278 vrs. to the place of beginning, containing 165.6 acres of land, more or less, and being the same land conveyed to the Union Central Life Insurance Company, by deed dated April 28, 1939, and recorded in Book 259, page 562, of the Deed Records of Kaufman County, Texas;

LESS, SAVE & EXCEPT THE FOLLOWING TRACTS OF LAND:

TRACT I: All that certain lot, tract or parcel of land being one acre, more or less, described in Warranty Deed dated December 13, 1954, from

Mrs. Bartha Wilkerson to Leonard R. Benson, et ux Helen, recorded in Vol. 387, page 360, Deed Records of Kaufman County, Texas, reference to which is made herein for all purposes including all rights incident thereto.

TRACT II: All that certain lot, tract or parcel of land being 21.620 acres described in Warranty Deed from J. W. Wilkerson to Texas Veterans' Land Board, dated November 21, 1980, and recorded in Vol. 688, page 376, Deed Records of Kaufman County, Texas, reference to which is made herein for all purposes including all rights incident thereto.

TRACT III: All that certain lot, tract or parcel of land being 20.068 acres described in Warranty Deed from J. W. Wilkerson to Everett Charles Dickerson, et ux, dated November 21, 1980, and recorded in Vol. 688, page 354, Deed Records of Kaufman County, Texas, reference to which is made herein for all purposes including all rights incident thereto.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, his heirs and assigns, an undivided one-half (1/2) of all of the oil, gas and other minerals he presently owns in and under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom. Said reservation is to remain in effect for a term of ten (10) years from date hereof, after which, all of Grantor's interest shall pass immediately to Grantee.

THIS CONVEYANCE OF THE HEREIN DESCRIBED PROPERTY IS FURTHER SUBJECT TO THE FOLLOWING:

1. Any and all exceptions, restrictions, covenants, conditions, reservations and easements, if any, relating to the herein described property.
2. Visible or apparent easements on or across the property herein described.
3. Any portion of the property herein described which falls within the boundaries of any road or roadway or which may be used for roadway purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said ROBERT HARRELL, his

heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said ROBERT HARRELL, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS my hand at Kaufman, Texas, this 31st day of December 19 80.

J. W. Wilkerson
(J. W. WILKERSON)

Witness at request of Grantor:

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF KAUFMAN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
J. W. WILKINSON, a single man
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 3rd day of December A. D. 19 80.



Margaret A. Brown
Notary Public in and for KAUFMAN County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 1st day of December A. D. 19 80.

(L. S.)
FILED FOR RECORD AT 12:00 O'CLOCK P. M. the 1st day of December 1980
KAUFMAN COUNTY COURT, KAUFMAN COUNTY, TEXAS. BY *[Signature]*

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M. and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

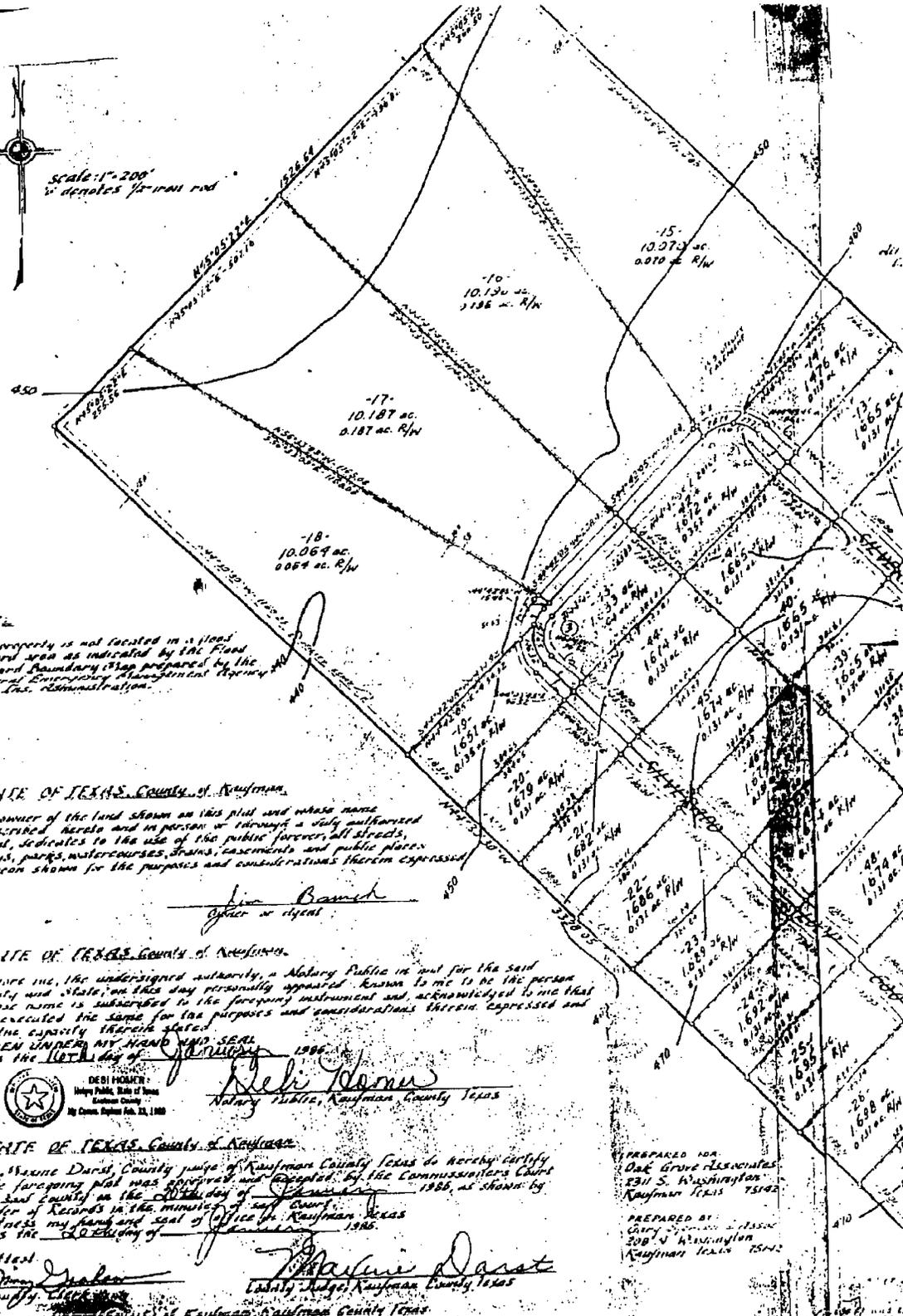
(L. S.)

County Clerk County, Texas

By Deputy.



Scale: 1" = 200'
" denotes 1/2" iron rod



NOTE:
This property is not located in a flood hazard area as indicated by the Flood Hazard Boundary Map prepared by the Federal Emergency Management Agency, U.S. Dept. of Commerce.

STATE OF TEXAS, County of Kaufman.

The owner of the land shown on this plat and whose name is subscribed hereto and in person or through a duly authorized agent, dedicates to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purposes and considerations therein expressed.

Jim Burch
Owner or Agent

STATE OF TEXAS, County of Kaufman.

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared *John D. Jones*, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this the 10th day of *January*, 1986.



John D. Jones
Notary Public, Kaufman County, Texas

STATE OF TEXAS, County of Kaufman.

I, *Wesley David*, County Judge of Kaufman County, Texas do hereby certify the foregoing plat was approved and accepted by the Commissioners Court of said County on the 10th day of *January*, 1986, as shown by order of Records in the minutes of said Court.

Witness my hand and seal of office in Kaufman County, Texas this the 10th day of *January*, 1986.

Wesley David
County Judge, Kaufman County, Texas

Approved *John D. Jones*, Notary Public, Kaufman County, Texas, 1986.

PREPARED FOR:
Oak Grove Associates
2311 S. Washington
Kaufman, Texas 75142

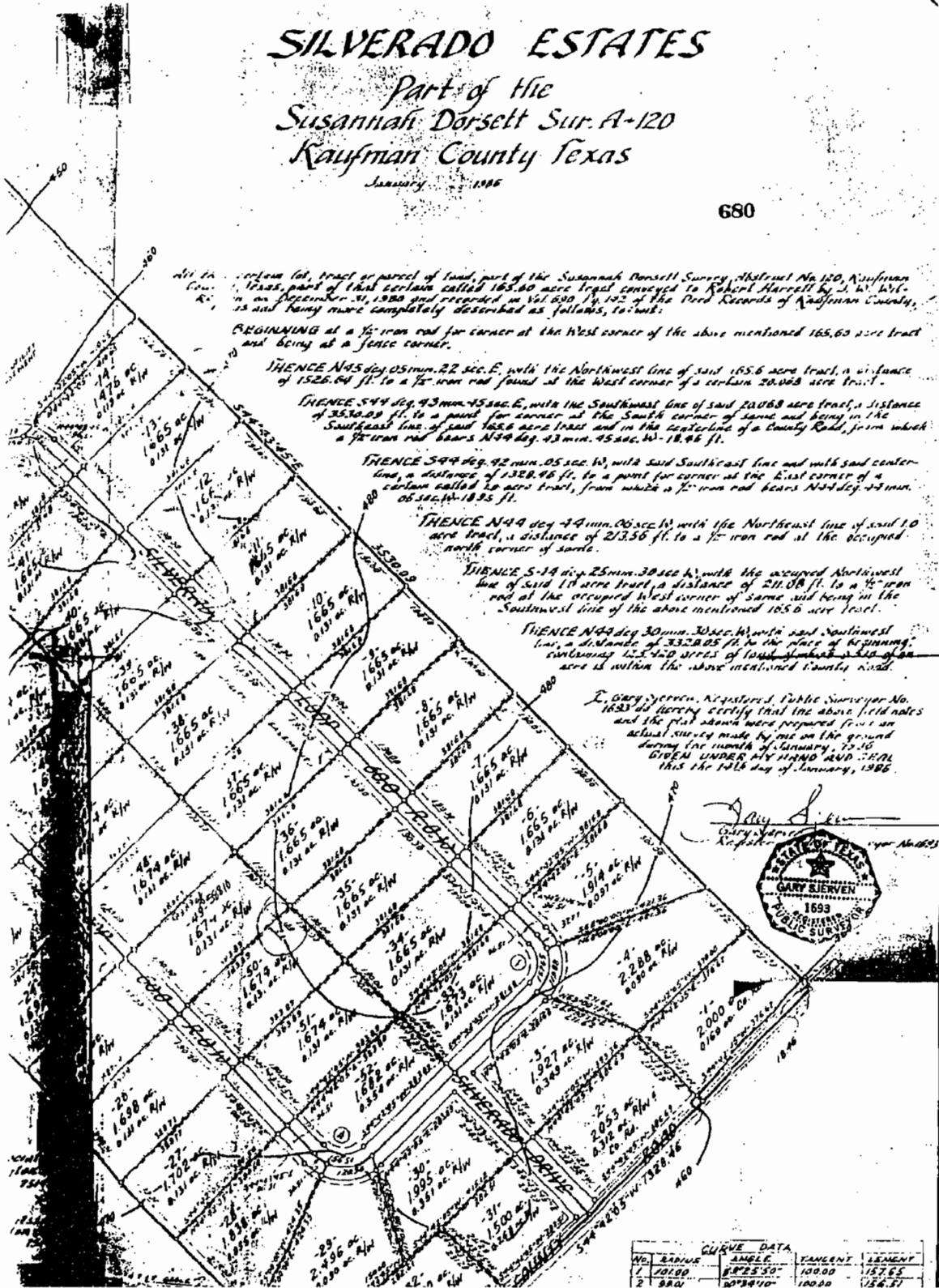
PREPARED BY:
Gary [Name]
208 N. Washington
Kaufman, Texas 75142

SILVERADO ESTATES

Part of the
Susannah Dorsett Sur. A-120
Kaufman County Texas

January 1986

680



All the certain lot, tract or parcel of land, part of the Susannah Dorsett Survey, Abstract No. 120, Kaufman County, Texas, part of that certain called 165.60 acre tract conveyed to Robert Harrell by J. W. W. in an order of December 31, 1980 and recorded in Vol. 690 P. 142 of the deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod for corner at the West corner of the above mentioned 165.60 acre tract and being at a fence corner.

THENCE N45 deg. 05 min. 22 sec. E. with the Northwest line of said 165.6 acre tract, a distance of 1526.64 ft. to a 1/2" iron rod found at the West corner of a certain 20.068 acre tract.

THENCE S44 deg. 43 min. 45 sec. E. with the Southwest line of said 20.068 acre tract, a distance of 3530.28 ft. to a point for corner at the South corner of same and being in the Southeast line of said 165.6 acre tract and in the centerline of a County Road, from which a 1/2" iron rod bears N59 deg. 43 min. 45 sec. W. 18.46 ft.

THENCE S44 deg. 42 min. 05 sec. W. with said Southeast line and with said centerline, a distance of 1328.46 ft. to a point for corner at the East corner of a certain called 20 acre tract, from which a 1/2" iron rod bears N44 deg. 43 min. 05 sec. W. 18.95 ft.

THENCE N44 deg. 44 min. 00 sec. W. with the Northeast line of said 20 acre tract, a distance of 2135.6 ft. to a 1/2" iron rod at the occupied north corner of same.

DISTANCE S-14 deg. 25 min. 30 sec. W. with the occupied Northwest line of said 10 acre tract, a distance of 211.08 ft. to a 1/2" iron rod at the occupied West corner of same and being in the Southwest line of the above mentioned 165.6 acre tract.

THENCE N44 deg. 30 min. 30 sec. W. with said Southwest line, a distance of 3328.05 ft. to the place of beginning, containing 125.420 acres of land, which is 1/20 of an acre is within the above mentioned County Road.

I, Gary Steven, Registered Public Surveyor No. 1652 do hereby certify that the above field notes and the plat above were prepared from an actual survey made by me on the ground during the month of January, 1986
GIVEN UNDER MY HAND AND SEAL THIS 14th day of January, 1986.

Gary Steven
Registered Public Surveyor
No. 1652
STATE OF TEXAS
GARY STEVEN
PUBLIC SURVEYOR
1693

NO.	Bearing	ANGLE	TANGENT	LEMENT
1	201.80	82°55'	100.00	157.65
2	200	80°34'40"	100.00	156.71